

Request for Proposals
California English Language Development Test
2005 – 2008

Standards and Assessment Division
California Department of Education

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CALIFORNIA ENGLISH LANGUAGE DEVELOPMENT TEST

Request for Proposals

Approval of a contract initiated as a result of this Request for Proposals (RFP) shall be contingent upon funding and program authorization provided to and by the California Department of Education (CDE). Funding is described in RFP Section 4.3.

1. PURPOSE

This RFP invites submissions for the administration, scoring, standard setting, reporting, analysis, and continued item and form development of the California English Language Development Test (CELDT). The CELDT is a criterion-referenced test aligned to the State Board of Education (SBE) adopted English Language Development (ELD) Standards. CDE anticipates that the work described in this RFP will overlap with the current contract, begin on or after October 1, 2004, and will continue through December 31, 2008. The allocation for the work described by this RFP is contingent upon continued funding through the annual budget process.

2. BACKGROUND

2.1 Legislation.

The California Legislative Information Web site <http://www.leginfo.ca.gov/> displays the relevant California Education Code Sections. In 1997 the Legislature required the State Superintendent of Public Instruction and SBE to select or develop a test that assesses the English language development of pupils whose primary language is a language other than English. In 1999, the legislature required school districts to assess the English language development of all English learners upon initial enrollment and annually thereafter. Results of the test must be posted on an Internet Web site for public access. In 2000, the legislature required that the assessments be conducted during a period of time determined by the State Superintendent of Public Instruction and SBE. School districts administer the CELDT to conduct annual assessments of English learners during a testing window, which extends from July through October. Districts also administer the CELDT year-round to conduct initial assessments of newly enrolled students.

2.2 Regulations

Regulations pertaining to the CELDT may be found at: <http://www.calregs.com/> (California Code of Regulations, Title 5, Division 1, Chapter 11, Sub-chapter 7.5).

2.3 Overview and Assumptions

The CELDT is administered to students whose home language is not English. The three purposes of the CELDT are to: 1) identify students who are English learners, 2) determine their level of proficiency, and 3) annually assess their progress toward acquiring English proficiency in listening, speaking, reading, and writing. CELDT test results are also used to calculate Annual Measurable Achievement Objectives (AMAOs) required by No Child Left Behind (NCLB) (20 USC Section 6301 et seq.).

A. Test Construction.

1. The CELDT has four forms, one for each of four corresponding grade-spans: K-2, 3-5, 6-8, and 9-12. Each test has three sections: Listening/Speaking, Reading, and Writing. The CELDT produces scale

scores for the following skill areas: Listening, Speaking, Listening/Speaking, Reading, Writing, Comprehension, and Overall. Students in kindergarten (K) and grade 1 must take only the Listening/Speaking section. All other students must take all three sections. Each year a new edition of the CELDT must be prepared. Each edition must be available for use from July 1 through June 30 of each year. Each form within an edition has multiple versions to reduce the burden of field-testing on local schools and students. Refer to Appendix 1 for the current test blueprint.

2. The 2005-06 CELDT edition will have approximately 14 versions of each form. The 14 versions in each of the forms have the same operational test items but differ by common scale field-test items (See also RFP Section 3.7F). The current contractor has developed “camera-ready copies” of the 2005-06 CELDT edition and support documents that will be supplied to the successful bidder for administration during the 2005-06 fiscal year.
3. Professional Standards Requirements. The CELDT must meet the criteria for test development, administration, and use described in the Standards for Educational and Psychological Testing (1999) adopted by the American Educational Research Association (AERA), the American Psychological Association (APA), and the National Council on Measurement in Education (NCME). All references in this RFP to “professional testing or psychometric standards” are to this document.
4. Inclusion of Students with Disabilities and Fairness. The CELDT must be unbiased in full consideration of California’s diverse population. In order to meet federal requirements, the test must allow for participation and reporting of results for students with Individualized Education Programs (IEPs) or Section 504 plans. The CELDT must allow for documentation of students with disabilities who were unable to take the CELDT, even with test variations.

B. Test Administration.

1. Initial Assessments. Initial assessments are administrations of the CELDT to newly enrolled pupils who are identified as having a primary language other than English based on a home language survey, and for whom there is no record of English language development assessment results within 30 days of enrollment. Initial assessments must be designed to allow local scoring, as well as contractor scoring.
2. Annual Assessments. Annual assessments are administrations of the CELDT during a testing window to enrolled pupils who are currently identified as English learners. The testing window for annual assessment runs from July 1 through and including October 31.

3. Number of Tests. Refer to DataQuest for a detailed breakdown of the number of scored CELDT tests by year, grade, and test purpose (i.e., initial assessment or annual assessment) at <http://data1.cde.ca.gov/dataquest/>. For purposes of this proposal, bidders must assume the following number of scored tests:

	Fiscal Year	# of Scored Tests
Year 1	July 1, 2005 – June 30 2006	1,967,300
Year 2	July 1, 2006 – June 30, 2007	2,026,300
Year 3	July 1, 2007 – June 30, 2008	2,087,100

- C. Scoring, Analysis and Reporting. CELDT items are currently calibrated using a 3-parameter Item Response Theory (IRT) model. However, the metric for reporting assumes a one-to-one correspondence between raw scores and scale scores. The successful bidder may propose using 1, 2, or 3 parameter IRT calibration of CELDT items.
- D. Documentation Considerations. The successful bidder will be responsible for developing, maintaining, and providing to CDE all documentation needed to provide for the technical quality and continuity of the CELDT program.
- E. More Information. Information about CELDT and reports of results are available on the Internet. To access the information visit CDE's Web site at: <http://www.cde.ca.gov/ta/tg/el/>.

2.4 Caveats

The successful technical proposal for the CELDT contract along with the successful bidder's cost proposal will be incorporated into the final contract, which is a public document. All proposals and related documents submitted in response to this request for proposals shall become the property of the State of California. Pursuant to the Public Contract Code, all proposals and related documents, will be made available in their entirety for public inspection. Submission of a proposal is acceptance of these terms.

CDE will exclusively own all materials developed under this contract and the successful bidder must obtain all required copyright permissions, if any, for a minimum of eight years. The successful bidder must also provide publication quality artwork and other graphics for all items with the appropriate permissions, if required.

3.0 SCOPE OF WORK

This section outlines the tasks to be implemented under the contract for the CELDT. The proposal must address all tasks and requirements and must contain sections corresponding to each task.

3.1 Task 1. Comprehensive Plan and Schedule for Project Deliverables and Activities

Section 3.1 must provide a comprehensive plan including a schedule for project deliverables and activities. The comprehensive plan must address all the requirements specified below.

- A. Overlap of Contracts and Continuity of Assessment. The need for continuity derives from the requirement that the CELDT be available for initial assessments year-round. The overlap of contracts is essential to provide a potential new contractor with time to prepare and administer assessments beginning July 1, 2005.
1. The current contractor, CTB/McGraw-Hill, is responsible for scoring and reporting all CELDT assessments administered through June 2005.
 2. The current contractor, CTB/McGraw-Hill, is responsible for developing camera-ready copies of the 2005-06 CELDT edition and delivering those camera-ready master copies to CDE by no later than April 15, 2005. CTB/McGraw-Hill is not responsible for printing or duplicating test materials for the 2005-06 CELDT edition.
 3. The successful bidder must: provide test development, administration, scoring and reporting for initial assessments from July 1, 2005 through June 30, 2008; provide test development, administration, scoring, and reporting for annual assessments that take place from July through October 2005, from July through October 2006, and from July through October 2007.
 4. In order to allow for continuous availability of the CELDT, CDE expects to award the next three-year contract on or about October 1, 2007. The contractor must cooperate fully with CDE and any future contractor designated by CDE to transition to a potential new contractor for the 2008 annual assessments and all initial assessments after June 30, 2008. The contractor must deliver to CDE camera-ready copies of all tests and materials for the 2008-09 CELDT administration by April 15, 2008.
- B. Narrative Schedule. The comprehensive plan must include a detailed narrative schedule that outlines, both by task and chronologically for the entire contract period, each activity to be performed under this contract. The schedule must describe all activities related to development of items, tests, training materials, administration materials, reports, interpretation materials, and logistics, as set forth in the Scope of Work. The chronological schedule must include proposed task initiation and completion dates and levels of effort (i.e., hours) by task for proposed personnel including all subcontractors. The schedule will also serve as a monitoring document to assure timely completion of tasks as scheduled.
- C. Progress Reports. The comprehensive plan must indicate that the contractor will produce monthly and annual progress reports with relevant tasks and activities from the schedule and progress noted for each. The progress reports must address any unanticipated issues or problems and include a detailed list of invoices submitted and paid. The contractor must email the monthly progress report to CDE by 12:00 p.m. Pacific Daylight Time (PDT) on the last Friday of each month and submit a signed hardcopy original by mail. CDE will not approve any invoice for payment on this contract until it has received all monthly progress reports due according to the schedule. The annual progress report is due on December 1 of each year of the contract.

- D. Management Meetings. The comprehensive plan must provide for weekly face-to-face, telephone, or videoconference management meetings between the contractor and CDE staff. These weekly management meetings will provide an opportunity to review and discuss task implementation and status. The plan must also provide for monthly management meetings at CDE headquarters in Sacramento. Subcontractors must be included as appropriate to the task. Subcontractors may be included via telephone or videoconference. The contractor and any subcontractors must plan and budget for the cost of sending staff to monthly management meetings.
- E. SBE Meetings and Technical Meetings. The comprehensive plan must provide for periodic reports by the contractor to SBE (oral and written) and meetings with CDE's technical testing advisors as required by CDE. For the purposes of this project proposal, the bidder must plan and budget for at least ten such meetings per year, to be held in Sacramento.
- F. Records and Minutes. The comprehensive plan must indicate, for all meetings including, but not limited to, item reviews, standard settings, management meetings, and technical advisory groups, that the contractor will take minutes and record lists of participants, including institutional affiliation and contact information. The lists of participants must be provided to CDE within ten working days after each meeting in an electronic Excel spreadsheet using a format approved by CDE. The contractor will review contact information for each meeting and update contact information if changed. The contractor must maintain and submit to CDE for approval within ten working days of every meeting all minutes and records.
- G. Reports. Deliverable reports must conform to professional standards for writing. Reports must be consistent with the guidelines set forth in the "Publication Manual of the American Psychological Association: Fifth Edition."
- H. The comprehensive plan must indicate that CDE will exclusively own all materials developed in any form under this contract, including but not limited to, the following: records of meetings, notes, minutes, summaries, and rosters; draft test items, field test items, operational test items, released test items, item graphics, item data, item analyses, item databases, item calibrations, and item scaling; tests, test forms, test versions, test results, test data, test statistics, test score conversion tables, equating studies, standard setting studies, and test documentation; materials developed for scoring, scoring keys, scoring rubrics, scoring conversion tables, analyses, reporting, report layouts, report formats, and examiner training; data files, data layouts, data dictionaries, analyses, research findings, research reports, and databases; and, help desk logs, help desk summaries, and audit reports.
- I. CDE Approval Schedule. The comprehensive plan and schedule for project deliverables and activities developed by the contractor must take into account the following CDE approval schedule. CDE must approve all materials and/or deliverables developed in conjunction with this contract. The contractor may not disseminate any written information, materials, or deliverables to the field, public, or any third party without CDE's written approval in the manner set forth

in RFP Section 7.17. The contractor is responsible for allowing sufficient time for CDE to review the materials and/or deliverables, and if necessary, for the contractor to make modifications as directed by CDE, and for CDE to review and sign off on the revised submission. In no case, may the contractor allow less than ten working days for CDE to initially review the submission. Unless otherwise agreed to in writing by the parties, the contractor must make the modification within three working days from receipt of the changes directed by CDE. The contractor must allow CDE at least three working days to review the modified submission. A sign-off for any deliverable and/or materials will be provided only when CDE is satisfied with the submission. The contractor is responsible for any costs associated with making modifications to materials and deliverables necessary to obtain CDE's sign-off. (See also RFP sections 7.15 and 7.16.)

3.2 Task 2. Item Development

Section 3.2 must include an item development plan. The item development plan must include the creation of new items for listening, speaking, reading and writing, the maintenance of the reliability and validity of the test, and the maintenance of the item bank for the potential creation of new forms. The item development plan must indicate that the contractor will develop, field test, and review enough items to replace at least 25 percent of the operational items in each form each year. The 25 percent replacement rate must be equally spread across all sections of the test in each form each year. The item development plan must address all the requirements specified below.

- A. Overall Development. The item development plan must describe how the contractor will develop, field-test, and refine items that align to the test specifications and SBE-adopted ELD standards. The proposed plan must include the overall timeline, process, and personnel required for item development.
- B. Test Specifications. The item development plan must describe how the contractor will create and maintain test specifications that are aligned with the ELD standards. The description of the content must be sufficiently detailed to show clearly what dimensions of knowledge, skill, and processes are assessed by the CELDT. The test specifications must define the content of the test, the proposed number of items, the desired psychometric properties of the items, the language proficiency levels of items, the amount of time required for testing, directions for test takers, procedures for test administration and scoring, and the arrangement of items and components of the test. Revisions to the test specifications must be reviewed and approved by CDE and SBE. The contractor must provide the test specifications to CDE within ten working days of a request. Test specifications must be included in the CELDT Technical Manual.
- C. Test Variations. The item development plan must address how the contractor will provide expert advice consistent with psychometric standards and CDE policies, on whether particular test variations required for students with IEP or Section 504 plans would alter the constructs being tested.

- D. Generation of New Items and the Item Pool. The item development plan must describe how the contractor will develop and review items, including a timeline with all steps necessary to obtain operational items. The items must be valid and reliable measures of English language proficiency and must show no statistically significant signs of bias toward any subgroup, including gender. The plan must reflect the contractor's knowledge of all aspects of item design and item characteristics, and must conform to professional psychometric standards. The plan must address all of the following requirements:
1. Describe how item writers will be selected and trained, and where the work will be conducted. To ensure content expertise, the minimum qualification for any item writer for the CELDT is a bachelor's degree with a major or concentration in an area related to the acquisition of English language proficiency. The item-writing plan must indicate the contractor will document in writing the qualifications and item writing experience of all item writers.
 2. Describe guidelines for the work of item writers. The guidelines must address the constructs to be measured, align with the ELD standards, and correspond to the test specifications. The contractor must produce guidelines for item writers that provide clear qualitative criteria for item writing. These guidelines must refer to and be consistent with *Education Code* Section 60614, which prohibits items that solicit or invite disclosure of a pupil's or his or her parents' or guardians' personal beliefs or practices. The guidelines must be provided to CDE within ten working days of a request.
 3. Update the item bank for CDE with all initially developed items and deliver it to CDE for review at least 15 working days prior to content reviews (See also RFP Section 3.9).
 4. Describe the process for documenting that there is a direct, identifiable link between the ELD standard being assessed and the test item. The contractor must implement an internal review of all items, assessing each item against the ELD standards, and test specifications. Documentation of linkage between test items and standards must be provided to CDE in the item bank.
 5. Items that do not meet the professional testing standards for bias and sensitivity as judged by CDE must be returned to the item writers, be revised by the contractor's content specialists, or be deemed unusable. Even though an item may be ultimately unusable for CELDT, it will remain the property of CDE.
 6. Specify the number of new items to be developed, field-tested, and entered into the CELDT item bank. The number of test items developed must be sufficient to survive attrition during development, including bias and sensitivity review, content, construct and technical reviews, and field-testing.
 7. Ensure and document that new items will minimize the standard error of measurement near the SBE-approved cut point for classification as an English learner. The distribution of item difficulty must be as follows: 10%

Beginning, 15% Early Intermediate, 30% Intermediate, 30% Early Advanced, and 15% Advanced.

- E. Item Content Reviews. The item development plan must describe how all items will undergo review before being field-tested. The plan must specify the timing of each activity, and the procedures for incorporating the findings from reviews into the item selection process. The plan must allow CDE content staff to observe item reviews, therefore all reviews must be conducted in Sacramento, California. The plan for this task must describe how the contractor will perform the following tasks.
1. Arrange all logistics related to item reviews, including, but not limited to: identifying suitable meeting space; contacting potential reviewers; handling all travel arrangements and reimbursing all allowable expenses for item review participants; preparing all materials; and conducting the item review meetings. Reviewers are not paid honoraria, but they are to be reimbursed by the contractor for travel, lodging and per diem at state rates (See Appendix 3 for state travel rules and rates). The contractor is responsible for reimbursing districts for substitute costs for teacher participants.
 2. Describe processes for the review of items with respect to identification of constructs being measured, technical quality, bias, and alignment to the ELD standards. The plan must document the training for panels, a description of the work such panels will do with a timeline, and a description of how each panel will carry out its work.
 3. Document the composition of review panels. The panel members must be approved by CDE. For purposes of this proposal, plan for one meeting of 20 people for three days per year. Content experts shall include California teachers of English learners as well as postsecondary subject matter experts from among California's colleges and universities.
 4. Update the item bank, including recommendations for field-testing, and provide it to CDE within 15 working days after item content reviews.
- F. Field-testing. The item development plan must describe how new items will be field-tested. CDE views the development of new items as an essential part of the CELDT program. The contractor is responsible for gaining cooperation of schools and conducting all field-tests in a manner that satisfies professional psychometric standards for test development. The field-test component of the item development plan must address the following requirements:
1. The plan must display a schedule showing the number of new items developed, reviewed, field-tested, and made operational each year.
 2. Field-test multiple-choice items must be embedded in the forms and versions so that they cannot be distinguished from operational items by the examinee. The positions of field-test items must change from year to year. (See RFP Section 2.3A for description of forms, sections, editions, and versions.)
 3. Constructed response and open-ended dichotomous items may be field-tested separately from operational administrations (not embedded) at any

time during the year in order to minimize burden on school districts and maintain test security. In this case, the contractor must determine appropriate sample sizes and must sample sufficient numbers of schools and students that are needed to compute item statistics that meet professional psychometric standards for item and test development.

4. Update the item bank including field test statistics and recommendations for operational use and provide it to CDE within eight weeks after the end of field-testing.

3.3 Task 3 Test Form Development

Section 3.3 must contain a test form development plan. The test form development plan must address the development of all test editions, forms, and versions needed for use as described in RFP Section 2.3A. Test form development must be documented in the item bank for CDE review.

- A. Test Form Development. The test form development plan must cover all aspects of test form development and any subcontractors that would be involved. The test form development plan must:
 1. Confirm that the test length and composition reflect CDE's approved test specifications, as set forth in Section 3.2B, and are aligned with the ELD standards.
 2. Specify the item selection system to be used for this project. The system for choosing items for operational forms must be clearly described. The contractor must provide qualified staff and software to facilitate the selection of test items for operational CELDT forms using IRT statistics. Item selection is based on matching target test characteristic, test information, and test standard error curves in addition to meeting content requirements and constraints. The following requirements apply to test item selection for CELDT tests.
 - a. Provide for year-to-year comparability of scale scores and proficiency levels. The test form development plan must describe the procedures and technical criteria used to ensure comparability.
 - b. Describe procedures for linking and equating test editions in order to maintain the integrity of the CELDT scale over time.
 - c. Recommended item selections must be provided for CDE review using the item bank.
 - d. Item selection must be designed to minimize the standard error of measurement at the cut point for classifying examinees as English learners according to SBE-approved guidelines.
- B. Test Form Construction. The test form development plan must address the following requirements.
 1. A minimum of ten versions of each form are required for embedding field-test items so that the burden of field-testing on local schools and students is minimized. An additional version of each form, stripped of field test items (i.e., containing only operational items) is required. This version must be

used for the Braille version and the CD-ROM version and may be used for initial assessments administered outside of the annual assessment window.

2. CELDT scores must meet professional psychometric standards and must minimize the standard error of measurement around the SBE-approved cut point for identifying students as English learners or as fluent English proficient.
3. The Listening/Speaking section must be group administered when appropriate, must not require any special equipment (such as tape recorders), and must be capable of being administered and scored by teachers. The Listening/Speaking section is administered to all students in kindergarten and grades 1 – 12.
4. Same Test for Initial and Annual Assessments. The same test is to be administered for initial and annual assessments. During the annual assessment window the field test versions of the CELDT are administered for both initial and annual assessments. After the close of the annual assessment window a version of the same test stripped of field-test items may be administered for initial assessments.
5. Test booklet lengths of the CELDT must accommodate the number of items to be included on the test form. The font size for regular booklets must be at least 12 point.
6. Produce answer documents corresponding to test forms. The test form development plan must address the following requirements.
 - a. Students in kindergarten and grades 1 and 2 must receive consumable test booklets. The consumable booklets must be returned to the contractor for scoring.
 - b. Students in grades 3 – 12 must receive reusable test booklets. Districts must receive one test booklet for each answer document unless the district chooses to reuse test booklets. A procedure must be put in place that would allow districts to choose to reuse test booklets for grades 3 – 12. For purposes of the cost proposal, assume districts receive one test booklet for each answer document. Answer documents for students in grades 3 – 12 must provide space for responding to the written-response questions.
 - c. Answer documents must provide space to collect student demographic and identification data and CELDT scores from the previous year.
 - d. Scoring must result in a single complete record for each student tested. Because schools may administer different parts of the CELDT at different times potentially spanning a number of weeks, the proposal must describe the means to assure only one answer document is used per student.
- C. Forms Design and Production for Students with Disabilities. The test form development plan must include a timeline for the design and production of

forms for students with disabilities, as well as review and approvals by CDE. The test form development plan must address the following requirements.

1. Produce a Braille version of all test forms. The Braille version must produce scale scores equivalent to the non-Braille version. The Braille version shall not include field-test items. The contractor must survey CELDT district coordinators and the administrators of Special Education Local Plan Areas (SELPA) to identify the numbers of such tests to be ordered for each test administration.
2. Produce a CD-ROM version of the test to accommodate students with disabilities who have an IEP or Section 504 plan that require such an accommodation. This version must be capable of variable font characteristics (size, color) and background color. The contractor must produce sufficient copies of the CD-ROM and distribute it to district and county offices, upon request.
3. Produce test administrator instructions and scripts to accompany the Braille test version and the CD-ROM.
4. Design and produce materials that allow for documentation and collection of demographic information for those students with severe cognitive disabilities who are unable to take the CELDT, even with test variations.

3.4 Task 4 Test Administration

Section 3.4 must include a test administration plan. The test administration plan must cover the administration of the CELDT for initial and annual assessments during the periods specified in RFP Section 2.3B. For purposes of this proposal the bidder must assume the number of test takers per year as specified in RFP Section 2.3B. The test administration plan must address all the requirements specified below. The test administration plan must allow for sufficient time for CDE to review and approve all materials and deliverables. No materials or deliverables may be in any way disseminated, including, posting, publishing, or distributing, absent CDE approval as set forth in RFP sections 3.1 and 7.17.

- A. Overall Test Administration. The test administration plan must include a plan to carry out all activities associated with the administration of the CELDT. The CELDT will be administered to K – 12 public school students as required by the Education Code sections and the regulations promulgated by SBE. The proposal must include the overall timeline, process, and personnel including subcontractors required for test administration and describe the specific steps for implementing this testing program.
- B. Develop and produce test administration support materials to be shipped at the same time as test materials. Test administration support materials and test materials must be received by school districts no later than June 1 of each year. The test administration plan must describe how the contractor will produce documents to support districts and schools in test administration. The test administration plan must describe how the contractor will produce and post on their web site all of the following materials in a timely fashion.

1. Produce test administration support materials including, but not limited to, a test administration manual, a district testing coordinator's manual, a site testing coordinator's manual, and a testing administration manual for the Braille and CD-ROM versions. These materials will become public documents and must be provided in paper versions, as Microsoft Word documents on CD-ROMs, as PDF versions, and as HTML versions for web posting on the contractor's CELDT Web site. Minimum quantities of the paper versions of the support materials must be distributed with testing materials as follows: two district coordinator's manuals per district; one test site coordinator's manual per 25 students at the school site; and Braille and CD-ROM manuals by request.
 2. Develop and present at least 24 regional test administration training of trainers' workshops annually and determine the location for each training. Of the 24 trainings, 20 must be conducted face-to-face and up to four may be conducted using video conferencing technology. All training sessions must be completed between April 15 and June 1 each year. Each workshop must be designed to train a minimum of 100 trainers. Trainers must be supplied with certificates of completion. The test administration plan must describe how the contractor will develop and present test administration workshops statewide to maximize access by all regions. Workshop trainers must be approved by CDE. The proposal must describe any materials to be used, present a timeline, and identify the personnel and any subcontractors required to conduct the workshops.
 3. Develop, produce, and distribute upon request, a videotape of the test administration training. The test administration plan must describe how the contractor will script, produce, edit, and duplicate up to 1500 copies, and distribute to districts that request a copy. The videotape must be produced annually in order to reflect any changes in the CELDT program.
 4. Design and produce Microsoft Word, PDF, and HTML versions for posting on the contractor's CELDT Web site of interpretive support materials, including, but not limited to a glossary of key terms, and parent and teacher brochures. Produce additional language versions of the glossary and parent brochures, including Spanish, Vietnamese, Hmong, Cantonese, Pilipino (Tagalog), Khmer, Armenian, Mandarin, Punjabi, Korean, and Russian.
- C. Packaging, Distribution and Retrieval of Testing Materials. The test administration plan must indicate that the contractor will be responsible for all arrangements including personnel, subcontractors, and costs associated with obtaining orders, packaging, distributing, and collecting materials. The contractor must plan and budget for a ten percent overage to every school testing and a five percent overage to every district. Section 11511(d) of the CELDT regulations allows the contractor to bill school districts for excessive orders of materials. The contractor must maintain detailed records of the number of tests ordered and scored for each school district. The contractor is responsible for designing and implementing procedures needed to implement billing for excess orders of materials. The test administration plan must address the following requirements.

1. Describe procedures for obtaining and verifying annually the name, address, phone number, and work email address of CELDT district coordinators prior to the annual assessment window, in sufficient time to make all arrangements for delivery of materials to school districts. The CELDT district coordinator contact list must be provided to CDE in an electronic Excel spreadsheet using a format approved by CDE. The procedures must include an annual survey of all charter schools to determine their CELDT administration and scoring status (i.e., independent or dependent) and must address charter schools that open at any time during the school year. The CELDT district coordinator contact list must be made available to other CELDT district coordinators on a secure Web site.
2. Describe the procedures for obtaining orders for all testing materials needed during the annual assessment window from school districts, ensuring correct deliveries at all sites, including the use of a toll-free help line and email technical support to assist districts during the delivery, distribution, test administration, and test materials return phases. All materials are to be shipped directly to the CELDT district coordinators in districts and county offices. CELDT district coordinators are responsible for distribution of all test materials to the appropriate local sites.
3. Describe procedures for obtaining orders for all testing materials needed after the annual assessment window from school districts, ensuring correct deliveries at all sites, including the use of a toll-free help line and email technical support to assist districts during the delivery, distribution, test administration, and test materials return phases. In particular, these orders relate to those materials needed to administer the CELDT version without field-test items. Additionally, the contractor will be responsible for working with districts to assure that all newly opened schools are accounted for and have sufficient testing materials to meet their needs. All materials are to be shipped directly to the CELDT district coordinators in district and county offices. The CELDT district coordinators are responsible for distribution of all test materials to the appropriate local schools and projects.
4. Describe inventory control procedures to assure that shipping errors are quickly detected and remedied.
5. Describe procedures for providing appropriate materials for students with IEPs and Section 504 plans that call for test variations such as Braille and CD-ROMs. These materials must be packaged separately and labeled, but are to be included in the same shipment with other testing materials.
6. Describe a process for providing ongoing support to schools and districts administering the CELDT to ensure local compliance with all test administration requirements.
7. Describe procedures to ensure the monthly collection of answer documents. The plan must include a description of procedures used by districts to inventory all materials, pickup and shipping procedures for all completed answer documents, and procedures for secure destruction of materials after a three month retention period.

8. The test administration plan must specify how the contractor will ensure that annual assessments that were administered by the school district after the annual assessment window and are received by the contractor after the time for submission of annual assessments are returned to school districts without being scored.
- D. Data Collection for Ancillary Purposes. The test administration plan must include a method for collecting accurate and complete demographic information and previous year CELDT scores on students. Demographic information sheets used with the CELDT, and pre-identification files submitted by school districts, must be similar to those used in California's other statewide testing programs. The demographic information sheets and pre-identification files must allow for collection of demographic information for those students with disabilities who were unable to take the CELDT, even with test variations. The contractor will develop edit checks to monitor the quality of the demographic information and previous CELDT scores.
- E. In order to ensure accurate reporting for NCLB, Title III accountability, two data correction windows must be provided to allow districts to update demographic information. The data correction windows must be established so that one follows the annual assessment window and another follows the fiscal year reporting cycle (See also RFP Section 3.8C). The data correction system must provide school districts with a secure method for identifying and correcting errors in demographic data. For example, answer documents that have no response for a given demographic field should be correctable. The data correction system must provide a secure means for districts to correct data on a student-by-student basis as well as a process for batch corrections. The data correction windows must be two weeks or longer as directed by CDE.
 1. Prior to each data correction window, the contractor must provide districts with information to aid them in correcting demographic data (including the number of students with missing data for the data fields required by CDE).
 2. The contractor must provide CDE with all files and data necessary for the reposting of CELDT results on CDE's DataQuest Web site within two weeks of the close of the correction window (See also RFP Section 3.8E).
 3. Within ten working days of the approval of the corrected statewide student level data file by CDE, the contractor must provide districts with updated student level data files that districts may download via the contractor's secure Web site (See also RFP Section 3.8C).
 4. The contractor must provide districts with the opportunity to order replacement Student Proficiency Level Reports, student level files on CD-ROM, and district summary reports at district expense.
- F. Test Security Measures. The test administration plan must include various means to assure that only the appropriate personnel with direct responsibilities for item development and review, test development and construction, and test administration have access to test materials. The plan must address how security procedures shall be employed for 1) item development, 2) item review,

3) item field-tests, 4) test administration, including the delivery and collection of materials to, at, and from school sites, 5) document processing, handling, and storage, and 6) all other circumstances in which security of tests and test materials is required.

- G. Secure Handling of Sensitive Materials. The test administration plan must describe how the contractor will monitor student materials for responses that are sensitive or that may require reporting to authorities. The plan must describe secure procedures for screening sensitive materials, alerting the district with a telephone call or email on the same day of detection and overnight mail of a copy of the materials to a specific district contact person, if requested by the district.
- H. Notification of Number of Tests Scored. The test administration plan must describe how the contractor will notify CDE when the number of tests scored for the appropriate fiscal year is 90 percent of the number of assumed test takers as set forth in the table in RFP Section 2.3B.

3.5 Task 5. Standard Setting Study

Section 3.5 must include a plan for a technically sound (RFP Section 2.3A3) follow-up standard setting study using bookmark methods. A standard setting workshop using bookmark methods was held in Spring 2001 resulting in cut points by grade span for proficiency levels for listening/speaking, reading, writing, and overall and proficiency level descriptors. Changes in the CELDT since 2001 necessitate a follow-up standard setting study. The standard setting study must result in a report with recommendations for cut points and the descriptors for all reported CELDT scores (reading, writing, listening, speaking, listening/speaking, comprehension, and overall), for all grades individually. SBE must approve all changes to CELDT cut points and descriptors. The study must use the new common scales as described in RFP Section 3.7F.

- A. Preparation. The contractor must provide a plan with the following components.
 - 1. Provide a timeline displaying all tasks needed to complete the study. The timeline must show that the study will be conducted no later than March 31, 2006, with a final summary report with recommended cut points provided to CDE no later than April 14, 2006.
 - 2. Provide a description of all contractor roles and responsibilities needed to implement the standard setting, including specification of all contractor staff.
 - 3. Provide a review of the existing CELDT proficiency level standards, the major changes in the CELDT since 2001, and recommendations to address continuity with the 2001 standards.
 - 4. Provide a description of the bookmark procedures needed to produce all required cut points, proficiency level descriptors, and an analysis of the consequences of adopting new cut points. The description must cover study participants, materials, training, study activities, data collection, data analysis, and report production.
 - 5. Provide a description of coordination of study activities with CDE. Detailed plans must be reviewed and approved by CDE at least 30 working days in advance of the standard setting session.

6. Provide a description of plans to implement new cut points and descriptors in order to minimize disruption for school districts, teachers, and parents.
- B. Implementation. The plan must describe how the contractor will be responsible for all plans, costs, and logistical arrangements for the bookmark standard setting study. The contractor must plan and budget for a meeting lasting 3 days, including a total of 100 participants. The contractor must address the following components.
1. Specify the arrangements to be made for implementing the study, including but not limited to:
 - a. Coordinating the selection of meeting participants with CDE. Participants must include credentialed teachers and administrators who are experienced in working with English learners in California public schools, participants from item content reviews (See Section 3.2E), community members, and parents. The list of participants is subject to CDE review and approval.
 - b. Collecting contact information for all participants (name, affiliation, work address, work phone, work email, etc.) and providing this information to CDE in an approved Excel format.
 - c. Arranging for suitable meeting space.
 - d. Handling all travel arrangements and expenses for meeting participants (exclusive of outside observers, evaluators, or CDE staff).
 - e. Developing agendas.
 - f. Preparing study materials.
 - g. Preparing and delivering to CDE minutes or transcripts of all meetings within ten working days following the relevant meeting.
 - h. Preparing all training materials and data collection forms.
 - i. Conducting all tasks required to implement the standard setting.
 - j. Entering, verifying, analyzing, and reporting all data.
 - k. Providing all data files to CDE.
 2. Provide a description of the standard setting report. The contractor must prepare a report that summarizes the outcomes of the study. The full report is subject to CDE review and approval and must include the following sections.
 - a. Study rationale and design.
 - b. Participants and staffing.
 - c. Procedures, materials, and data collection methods.
 - d. Data analyses for cut points and consequence analyses.
 - e. Recommended proficiency cut points for all scores and grades including consequences for all grades.

- f. Proficiency level descriptors for all scores and grades.
- g. Recommendations on ways to preserve continuity with the 2001 standards, where appropriate. Analyze the existing Title III accountability system at <http://www.cde.ca.gov/sp/el/t3/documents/t3accountability.rtf> and provide recommendations for assuring continuity after implementing the new cut points.
- h. Recommendations on procedures to implement the new cut points and descriptors in order to minimize potential confusion for school districts, teachers, and parents.
- i. Communication materials for school districts, teachers, and parents to describe changes and promote efficient adoption of the new cut points and descriptors.

3.6 Task 6. Scoring and Quality Assurance

The scoring and quality assurance plan describes how the contractor will score all students' test documents and implement quality assurance activities throughout the entire process of scoring, analysis, and reporting. The scoring and quality assurance plan must address the requirements listed below.

- A. General Scoring. The scoring and quality assurance plan must: specify the process for scoring all student answer documents for both multiple-choice and constructed-response items; include the timeline for scoring; and identify the personnel and any subcontractors that will be involved in this process. The contractor must allow for monthly shipments of assessments for scoring. The scoring plan must describe how the contractor will return student reports to the districts within six to eight weeks of receipt of answer documents. The scoring plan must include a description of how scored answer documents will be associated with the following elements; a single, accurate California County-District-School (CDS) code, a Charter School number (if applicable), a district name, and a school name. All elements must conform to CDE's official CDS code and name records.
- B. Scoring Protocols. The scoring and quality assurance plan must describe how the contractor will develop and produce scoring protocols and programs for all items and other scoring materials, including, but not limited to, scoring guides, anchor papers, and training materials for readers.
- C. Scoring Sessions. The scoring and quality assurance plan must describe how the contractor will select and train readers, implement the scoring sessions, and ensure the validity and reliability of constructed-response items. The contractor must monitor the scoring process and document that inter-rater reliability and inter-rater agreement meet professional psychometric standards. There must be at least two readers for each constructed response item with items receiving non-adjacent scores being read and scored by a chief reader or appropriate designee. The scoring leader must follow protocols for resolving the scores for the items. The contractor will be responsible for all costs related to scoring, including paying all scorers, and covering all travel and per diem costs.

- D. **Electronic Scoring Template.** The scoring and quality assurance plan must describe how the contractor will develop and host a secure web-based scoring template for each test form that districts can access locally on a Windows or Macintosh desktop computer with commonly available internet browsers in order to quickly and easily score tests administered for initial identification. The scoring template must be designed so that neither field-test items can be readily distinguished from operational test items nor a CELDT answer key be generated. The scoring template must be designed with the functionality that would allow users to easily enter all multiple-choice item responses and constructed-response item scores or enter section subscores (i.e., raw scores). The scoring template must also have the functionality of exporting the calculated scale scores and proficiency levels into a database for use by the districts. The scoring template must have the functionality to produce printable individual score reports. The scoring template must be provided no later than July 1 of each year of the contract.
- E. **Quality Control and Assurance.** The scoring and quality assurance plan must describe procedures to assure that all assessment materials are correctly and reliably scored. The plan must describe the facilities, personnel, equipment, processes, procedures, and safeguards necessary to ensure that all test materials including answer documents, test booklets, administration materials, and ancillary materials are handled securely. This component of the scoring and quality assurance plan must address the following elements.
1. Describe the annual process of contacting the school districts, identifying a CELDT district coordinator, gathering enrollment verification information and collecting the completed test security agreement. A district may not receive test materials until a CELDT district coordinator has been identified and a signed test security agreement has been received. Required information for a CELDT district coordinator is:
 - a. Last name
 - b. First name
 - c. Job Title
 - d. Affiliation
 - e. Work Address
 - f. Work Phone
 - g. Work E-Mail
 - h. County and District Code
 2. Describe quality control checks at all phases of production related to scanning student answer documents and creating data files from the results. The plan must specify quality control measures for the scoring and handling of all items including, but not limited to, verification of the scoring program, editing and resolution procedures for questionable answer documents (for example, with multiple marks, poor erasures, or incomplete data), and

combining and aggregating objective response scores with constructed response scores at the school, district, county, and state levels.

3. Describe the handling of test answer documents to ensure that all test results are correctly attributed to the students, schools, districts, counties, and subgroups for which aggregate test results are obtained.

3.7 Task 7. Analysis of Test Results

Section 3.7 must include a plan for analysis of test results. The analysis of test results plan must address all of the following requirements.

- A. Overall Analysis. The analysis plan must list and describe all analyses necessary to provide CELDT results at the individual student, school, district, county, and state levels. A field-test analysis plan also must be included for both the embedded multiple-choice items and any separate administration of constructed-response items.
- B. CELDT Scale. The analysis plan must describe how CELDT test items will be calibrated and scored using IRT techniques. The plan must describe how the proposed methods will produce scores that are comparable to those previously established. The contractor selected as a result of this RFP process is responsible for communicating with the current CELDT contractor (CTB/McGraw-Hill) and making all necessary arrangements to obtain the technical information needed to produce comparable scores.
- C. Calibrating, Scaling, and Equating. The analysis plan must describe calibrating, scaling and equating procedures that assure comparability of scores for the duration of the contract. The 2001 test administration will serve as the base year. All operational test forms will be equated to this base year.
- D. Braille Tests. The analysis plan must describe separate procedures for calibrating, scaling, equating, and scoring Braille versions of the CELDT. Removing items not taken by blind students (for example, items with graphics that could not be translated), the remaining data from all students in the calibration sample will be used to scale and score Braille test versions. Braille tests must produce reliable and valid scale scores with the same cut points as the non-Braille versions.
- E. Replication. The analysis plan must describe the steps, procedures, and software that CDE or its designated technical reviewer can use to replicate the calibration, scaling and equating procedures. The contractor must document the specifications for calibrating, scaling, and equating at a level of detail sufficient to permit independent replication and confirmation. The replication specifications must be reviewed and updated annually. The contractor must provide all documentation and data needed for replication to CDE within ten working days of a request.
- F. Common Scale Development Plan. This section of the proposal must include a plan for the technically sound development of a common scale. The successful bidder must develop psychometrically sound common scales for the CELDT, including listening, speaking, listening/speaking, reading, writing, comprehension, and overall, that will permit comparability of scale scores

across grade levels and provide an accurate metric for measuring individual growth. Currently, common scales are not used which makes the examination of longitudinal growth across grade spans difficult. The current contractor will provide camera-ready copy of the 2005-06 CELDT edition, by April 15, 2005, that will provide the data necessary to produce common scales for reading, writing, listening, speaking, listening/speaking, comprehension, and overall. That is, the form for a particular grade span will include test items from adjacent grade spans. The plan must include the following components.

1. Provide a plan for administering the specially designed forms during the 2005 annual assessment window. The plan must indicate that the administration will yield a sufficient quantity of data to produce reliable and valid common scale analyses.
2. Provide a plan for analyzing the common scale data. The plan must describe how the analyses will produce technically defensible recommendations for common scales that will permit comparability of scale scores across grade levels and provide an accurate metric for measuring individual growth. The plan must indicate that the contractor will provide a report of the results of the analyses to CDE no later than January 2, 2006.
3. Provide a plan for making the transition from the CELDT scales used in 2005-06 to the common scale that will be used beginning July 1, 2006. The plan must describe adjustments that schools, districts, and the state can make in order to make valid and reliable comparisons between 2005-06 scores with 2006-07 scores. The plan must indicate that the contractor will provide simple, non-technical descriptions of these procedures that may be used by schools, districts, and the state to adjust prior year scores, as required.
4. Provide a plan for using the common scale scores in the follow-up CELDT standard setting described in RFP Section 3.5. The plan must indicate that common scale score data will be used in the follow-up CELDT standard setting.

3.8 Task 8. Reporting

Section 3.8 must include a plan for reporting CELDT results. The contractor will be responsible for producing reports of CELDT results at the individual student level as well as summary reports at the school, district, county and state levels, potentially using all subgroups identified by the student demographic survey administered with the CELDT. The contractor must allow for monthly reporting to districts and to CDE of initial assessments received from school districts, and cumulatively as a group after June 30 each year. Annual assessments must be reported to districts and to CDE as a group as described below.

- A. Overall Reports. The reporting plan must describe the preparation, production, printing, and delivery of all required reports to the districts and county offices of education. The reporting plan must include a description of how scored answer documents will be associated with the following elements: a single, accurate CDS code, a Charter School number (if applicable), a district name, and a

school name. All elements must conform to CDE official CDS code and name records.

- B. Production and Distribution of Paper Score Reports. The reporting plan must describe reporting procedures for the CELDT that meet all requirements listed below.
1. Student Level Reports. Student level reports must be produced with scores and proficiency levels for each test section, as well as an overall scale score and proficiency level. Scores must be displayed graphically (for example, as bar-graphs), and in table format. The contractor must provide two copies to each district within six to eight weeks from the date of receipt of the answer documents and consumable test booklets, so that the district can send each parent a paper copy of the individual report and maintain a copy locally. Adhesive labels with information appropriate for student cumulative record folders must be produced and provided to each district within six to eight weeks from the date of receipt of the answer documents and consumable test booklets.
 2. Summary Reports. Summary reports at the school, district, county, and state levels must display results at an equivalent level of detail for annual assessments, initial assessments, and combined annual plus initial assessments.
 - a. School level reports must be produced that include fields for total number tested for all reported, school average scale scores and percent of students at each proficiency level by test section and overall, demographic performance summary by test section and overall, and a separate roster of individual student performance. The contractor must provide a paper copy of the school level reports to each district with summary information and a school roster of individual student scores. Districts must be provided with school level reports for annual assessments no later than December 31 of each year. Additionally, districts must be provided with school level reports for initial assessments and combined annual plus initial assessments no later than August 31 of each year.
 - b. District reports must be produced that include fields for the total number tested for all categories reported, district average scale score and percent of students at each proficiency level by test section and overall, demographic performance summary by test section and overall, and a roster of schools' results. Districts must be provided with district level reports for annual assessments no later than December 31 of each year. Additionally, districts must be provided with district level reports for initial assessments and combined annual plus initial assessments no later than August 31 of each year.
 - c. County level reports comparable to the school and district reports must be produced. County Offices of Education must be provided with county level reports for annual assessments no later than December 31 of each year. Additionally, County Offices of Education must be provided with

county level reports for initial assessments and combined annual plus initial assessments no later than August 31 of each year.

- d. A State level report comparable to the school and district reports must be produced. CDE must be provided with state level reports for annual assessments no later than December 31 of each year. Additionally, CDE must be provided with state level reports for initial assessments and combined annual plus initial assessments no later than August 31 of each year.
- C. Electronic Student Data Files. The reporting plan must describe procedures for producing and delivering student-level data files to the district and to CDE on a monthly schedule within six to eight weeks from the date of receipt from the district of the answer documents and test booklets. A cumulative file of initial assessment results must be available on a secure Web site to the district and CDE no later than August 31 each year. A file of annual assessment results must be available to the district and CDE no later than December 31 each year.
1. The contractor must provide a secure password protected Internet site for use by CDE and districts to download student data files. The site must be established with access rights for districts and CDE. The site must provide the following.
 - a. District restricted access to downloadable student level data files for their district. These files must be available in both fixed-length and comma-delimited formats. The contractor also must provide CD-ROMs on request that contain the data for the initial and the annual assessments.
 - b. CDE restricted access to downloadable statewide student level data. All student level data provided to CDE must have the student's name suppressed. These files must be available in both fixed-length and comma-delimited formats. The contractor also must provide CD-ROMs on request that contain the data for the initial and the annual assessments.
 - c. Downloadable software so that districts and CDE can generate custom reports and analyses using the student level data.
- D. Electronic Student Response File. The reporting plan must describe procedures for producing and delivering student response files that contain student responses to multiple choice answers, scores to constructed response questions, and test scores to CDE. A cumulative file of initial assessment results must be available to CDE no later than August 31 each year and a file of annual assessment results must be available no later than December 31 each year.
1. The contractor must provide a secure password protected Internet site for use by CDE to download student response files.
 2. All student-level data provided to CDE must have the student's name suppressed. These files must be available in both fixed-length and comma-delimited formats. The contractor also must provide CD-ROMs on request.

E. The reporting plan must provide for and describe how a CELDT report Web site, developed and hosted by CDE, will be populated with contractor supplied data. The plan for reporting on the Internet must address the following requirements.

1. Summary data files must be provided in a format specified by CDE to allow the direct importation of the data into CDE's already existing database. Summary data will need to be provided for all schools, districts, counties, and the state. Number of examinees, average scale score, and percent at each proficiency level, must be summarized for five levels. The levels include Listening/Speaking, Reading, Writing, Overall, and English Proficient. All of these levels must be displayed for the following major categories: all assessments, annual assessments, and initial assessments. Two summary files must be produced, one with three or fewer students suppressed and another without suppression. For each major category, summary results for the following populations must be reported.
 - a. Gender-Female, Male.
 - b. Students receiving special education services (IEPs).
 - c. Students receiving special education services (IEPs) tested with modifications or alternate assessment.
 - d. Primary Language, including: Spanish, Vietnamese, Hmong, Cantonese, Pilipino (Tagalog), Korean, Khmer, Armenian, Mandarin, Russian, Punjabi, other, and "not specified."
 - e. Time Enrolled in a U.S. School, including: less than one year, one full school year, two school years, three school years, four school years, and five school years or more.
 - f. Program Participation, including but not limited to, the categories for placements in instructional settings and instructional services used in CDE's R-30 Language Census.
 - g. Readiness for reclassification according to SBE guidelines for interpreting CELDT scores.
2. Research Files. The contractor's reporting plan must specify how the contractor will produce a state level research file, which contains all county, district, and school results. The contractor will produce county level research files that contain each county's summarized data, district, and school results. These research files are to contain all the populations outlined in RFP Section 3.8E including the suppression of results for three or fewer students. Compressed (zipped) research files must be produced in fixed-length ASCII, comma-delimited format, and dbf format. Non-compressed research files must be produced in fixed-length ASCII and comma-delimited formats.
 - a. The contractor's reporting plan must specify how the contractor will create and provide an Access 2000, or a more recent version of Access, database shell that can be used to import comma-delimited research

files along with all instructions for use of the database shell. The contractor will create a load utility that will facilitate the easy importation of comma-delimited research files into the database shell. The load utility must be provided in a format for posting on CDE's Web site.

3. The reporting plan must provide content suitable for posting by the following schedule. Provide to CDE annual assessment summary data and research files no later than January 31 each year and provide initial assessment summary data (cumulative for an entire year) along with combined initial and annual assessment summary data and research files no later than September 30 each year.
 4. CDE's Web site will accommodate reposting of data following a data correction window for the annual assessment and a second data correction window after June 30 each year. The contractor must provide to CDE corrected content including summary data and research files suitable for posting no later than 20 working days following the close of each data correction window.
- F. Interpretation Guidelines. The reporting plan must describe interpretation guidelines for individual student score reports. The guidelines should be clear and easily understood by students, parents, and teachers and must satisfy the following requirements.
1. The guidelines must be made available in Microsoft Word, PDF, and HTML formats to be placed on the contractor's Web site.
 2. The contractor also must produce correct and accurate foreign language versions in Microsoft Word, PDF, and HTML formats of these guidelines in Spanish, Vietnamese, Hmong, Cantonese, Pilipino (Tagalog), Korean, Khmer, Armenian, Mandarin, Russian, and Punjabi. The language of each version must be clearly identified in English on the document.
 3. The contractor's reporting plan must specify how the contractor will provide assistance to CELDT district coordinators with the interpretation and use of summary test results for program evaluation and accountability by conducting a minimum of ten post-test full-day workshops annually throughout the state no later than November 30 each year. CDE must approve workshop trainers. Each workshop must be designed to accommodate 200 testing coordinators.
 4. The contractor's reporting plan must specify how the contractor will annually develop, produce, and distribute upon request a videotape of the post-test workshop training. The contractor will be responsible for the script, production, editing, and duplication of up to 1200 copies, and distribution to districts that request a copy.
- G. Technical Reports on Operational Administrations and Field-testing. The reporting plan must provide for an annual Technical Report. The contractor must allow CDE 20 working days to review the Technical Report. The Technical Report, as are all materials and deliverables, is subject to the approval process set for in RFP Section 3.1. The report, due by November 1 each year and at the

termination of the contract, must be professionally bound and labeled. Five bound paper copies of each Technical Report must be submitted annually to CDE, as well as five copies on CD in PDF format. At a minimum, each Technical Report must address the following subjects:

1. A current detailed CELDT blueprint.
2. CELDT raw score to scale score conversion tables.
3. A detailed description of procedures and materials used to administer field test items.
4. Item development procedures for field test items, classical item statistics, and IRT statistics, including item location statistics expressed in scale score units.
5. Classical item statistics and IRT statistics.
6. The plan must include the use of the total test population, initial assessments, annual assessments, examinee proficiency level, and those subgroups identified in the student demographic survey included with the test, to conduct standard item analyses to provide the following information for each test item by population or subgroup as appropriate:
 - a. Total number of examinees responding.
 - b. Total number of examinees responding by subgroup and proficiency level (include all subgroups identified in student demographic survey).
 - c. Number and proportion of examinees selecting each response option for the multiple-choice items by subgroup and proficiency level.
 - d. Number and proportion of examinees answering each item correctly by subgroup and proficiency level.
 - e. Measure of item difficulty (delta, a nonlinear transformation of the proportion correct) by subgroup and proficiency level.
 - f. Measure of item discrimination (point-biserial correlation of the item with the test (form) score and IRT theta in scale score units).
 - g. Item parameters and fit statistics for the IRT model used to scale the items.
 - h. Differential item functioning (DIF) analyses using both Mantel-Haenzel (M-H) and Standardized Mean Difference (SMD) procedures for all subgroups and proficiency levels specified above.
 - i. Other analyses to evaluate the quality of items and reports, including appropriate statistics for the constructed response scores and their relationship and linkage to the multiple-choice scores.
7. Reliability and validity of test forms, all reported scores, and conditional standard errors of measurement at cut points.
8. Rater consistency and reliability for constructed-response items.
9. Description, results, and evaluation of calibration procedures.

10. Description, results, and evaluation of scaling procedures.
11. Description, results, and evaluation of equating procedures.
12. Description, results, and evaluation of item differential function analyses.
13. Model fit and local dependence analyses.
14. Accuracy of classification decisions.
15. Summary Analyses. Separate analyses for each section of the CELDT must be conducted, including, but not limited to, the following statistics in tabular or graphical forms:
 - a. Indices of item completion rates for all test takers and by subgroups and proficiency levels.
 - b. Descriptive statistics including the mean, standard deviation, minimum, maximum, and quartiles for the total score and by subscore for all test takers, and by subgroups and proficiency levels.
 - c. Intercorrelations among subscores for all test takers and by subgroups and proficiency levels.
 - d. Mean proportion correct for all test takers and by subgroups and proficiency levels.
 - e. Measures of accuracy including internal consistency measures (reliability coefficients), standard errors of measurement, and misclassification probabilities for all test takers and by subgroups and proficiency levels.
 - f. Mean point-biserial correlation for all test takers and by subgroups and proficiency levels.
 - g. Other analyses to evaluate the quality of items and reports, including appropriate statistics for the constructed response scores and their relationship and linkage to the multiple-choice scores.
- H. Narrative Report Specifications. The reporting plan must indicate that all narrative reports submitted by the contractor will include an Executive Summary, the full text, and appendixes containing all relevant data tables. The Executive Summary must be written to stand alone as a document suitable for public distribution. All final narrative reports and all electronic deliverables must be provided in Microsoft Word, PDF, and HTML format for distribution and possible posting on the contractor's CELDT Web site. The contractor must also submit Microsoft Excel spreadsheet versions of all tables and technical appendixes.

3.9 Task 9. Documentation and Electronic Data Management

Section 3.9 must include a plan for documentation and electronic data management. The documentation and electronic data management plan must address all of the following requirements.

- A. Maintenance and Updating of the CELDT Item Bank -- This section of the Technical Proposal must describe a plan and timeline for reviewing the CELDT item bank and field descriptions. The item bank and its file structure will be

made available to the successful bidder and will be delivered as a database, including graphics, using Microsoft Access or an equivalent software program acceptable to CDE. All items developed, reviewed, or administered during the term of the contract must be prepared and entered into the CELDT item bank. The item database must be delivered to CDE using CD-ROM or DVD technology. CDE will review items (including draft, field test, and operational items) and item statistics via the item bank. The final item bank will be due to CDE at the end of the contract, and the deliverable must contain all items previously developed as well as new items developed during the contract period. The proposal must include sufficient detail to demonstrate the bidder's capacity to carry out this task. The proposal must specify that the item bank will contain the following information for each item developed:

1. Each item must have a unique identifier that is established when the item is first drafted and is consistent with the item identification system currently in use.
 2. The graphics for any item included in the item bank must be provided as separate files that can be referenced from the item bank. Graphics for items may include passages, art, and other large objects. All item-associated graphics must be provided as a separate collection with file names uniquely related to the specific test item. The graphics must be of sufficient quality for use in the production of test booklets. The contractor must provide all graphics and images either as TIFF files (minimum of 300 dpi) or as EPS files, suitable for printing and publication.
 3. The item bank must contain all reading passages, writing prompts, artwork, stems, distractors, form identifiers, and item keys. All copyright permissions must be provided, along with the date of expiration, if any, for usage.
 4. The item bank must identify item histories; including all field test dates, all operational test administration dates, and all required item statistics for each administration, including all response choice percentages, and point biserials. All item statistics must be entered into the item bank and an updated version must be provided to CDE by January 15 each year.
 5. The item bank must provide a minimum of two fields to indicate the reason for removing items from the active database (e.g., public release as a sample item) and the date the items were removed. These fields must allow for changes over time. CDE must be able to identify whether and when an item has been released or used in subsequent administrations.
 6. The item bank must include an adjunct-writable table (database) that is linked to each item. The table must be expandable so that additional reportable fields can be included. This will only be used by CDE to insert comments into the item bank.
 7. Quality Control. The plan must include provisions for database management and quality control procedures (including data editing procedures).
- B. Documentation. The documentation and electronic data management plan must describe how data dictionaries for every data file and system will be

established, maintained, and submitted to CDE. Data dictionaries must include, the names, formats, values, attributes, and descriptions of every data element. All data dictionaries must be aligned with the most current California School Information Services (CSIS) data dictionary for each year (See <http://www.csis.k12.ca.us/library/reporting-requirements/>). Data dictionaries must be provided to CDE at least 20 working days prior to the delivery of associated data files and systems.

- C. Security. The documentation and electronic data management plan must identify a system that ensures that documentation and all test items, test materials, electronic files, and data are developed, used, and maintained in a secure manner protecting the confidentiality of all students tested, including all materials, records, and files. Districts may obtain secure documentation and data files via the contractor's secure Internet Web site using password login and data encryption.
- D. Pre-identification Process. The documentation and electronic data management plan must develop and implement a pre-identification process. The documentation and electronic data management plan must address the following requirements.
 - 1. Pre-identification Process. The documentation and electronic data management plan must develop and implement a pre-identification process for answer documents using an electronic database. The plan must address the following requirements.
 - 2. The plan must describe procedures used by the contractor to verify the completeness and accuracy of demographic information submitted by districts in pre-identification files. Districts must have the option of submitting pre-identification data in various formats including fixed-length and comma-delimited.
 - 3. The plan must describe procedures used by the contractor to load the demographic information submitted by districts onto a secure, interactive, Internet accessible database.
 - 4. The plan must describe a validation process that assures correct and complete codes. The process must include flagging of errors and omissions.
 - 5. The plan must describe procedures that the contractor will use to notify districts within ten working days of receipt that the data are incomplete or inaccurate, and procedures that districts can use to correct the data by interacting with the secure Internet accessible database. Optionally, districts must be able to submit corrected pre-identification files.
 - 6. The plan must describe procedures used by the contractor to supply districts with pre-identification labels within ten working days of receiving an accurate pre-identification file from a district.
- E. Secure Data Exchange. The contractor must coordinate and cooperate with organizations and agencies approved by CDE in the exchange of data using a secure Internet site and data encryption.

- F. Longitudinal Database. The contractor must supply CDE with student level data files in a format approved by CDE for importing into the California Longitudinal Pupil Achievement Data Systems (CALPADS). The file will include, but not be limited to, the following data elements: CSIS identifier, assessment date, test purpose (i.e., initial identification or annual assessment), listening/speaking scale score, listening scale score, speaking scale score, comprehension scale score, reading scale score, writing scale score, overall scale score, listening/speaking proficiency level, listening proficiency level, speaking proficiency level, comprehension proficiency level, reading proficiency level, writing proficiency level, overall proficiency level, and whether the student met SBE's approved criteria for English proficiency. The data files must be provided to CDE within 20 working days after each data correction window.
- G. Confidentiality. The documentation and electronic data management plan must describe the means by which the confidentiality of individual student results will be maintained. At a minimum, protection of student privacy precludes access to individual student results by anyone or any organization other than the student, parent or guardian, the school or school district. All procedures must recognize the sensitive nature of individual student information and test scores. The contractor also will be responsible for producing, using, and maintaining all Confidentiality and Conflict of Interest forms for all aspects of item development and test administration.

3.10 Task 10. Improvement of Operations and Policy

Section 3.10 must include a plan for the ongoing improvement of the CELDT. A continuing issue that must be addressed is the need to minimize the burden on districts of administering the CELDT while maintaining high standards of reliability and validity. The plan for the ongoing improvement of operations and policy must address the following requirements.

- A. Describe procedures for internal audits that demonstrate an understanding of the key work activities and processes that are subject to audit and evaluation. These work activities and processes include but are not limited to: item development (alignment to standards, editing and approval procedures, statistical checks, bias review, scoring key construction, etc.), test development (field-test, form review, alignment to ELD standards, statistical review, etc.) scoring and reporting (integrity of scoring keys and reports), distribution and retrieval of testing materials, security procedures, and communications (call center operation, complaint documentation and resolution procedures, etc.).
- B. Describe procedures for the operation of a call center dedicated to the CELDT program. The call center must receive and respond to calls and e-mails on all regular working days from 8 a.m. to 5 p.m., PDT. The plan must describe procedures to log, document, and summarize comments, complaints, and questions from schools or districts regarding services and products provided by the contractor. The plan must describe the contractor's procedures for the development of scripts and referral guides. Each quarterly audit report must contain a section that summarizes, analyzes, and evaluates these questions and complaints, and a section that contains current scripts and referral guides.

Electronic versions of the logs, summaries, scripts, and referral guides, must be made available to CDE within ten working days of a request.

- C. Describe procedures for development and delivery of quarterly audit reports. The development procedures must propose a schedule, describe work activities, and describe the involvement and contributions of relevant staff. Five paper copies of the quarterly report must be sent to CDE's contract monitor by mail, no later than 30 calendar days following the last day of each quarter. An electronic copy must be sent by e-mail or made available by downloading from the contractor's secure Web site. The quarterly audit report is a required attachment to the progress reports due for the month ending the quarter.
- D. Describe how the quarterly audit reports will provide a basis for making improvements. At a minimum, the proposed report format must provide a list of significant operational or policy problems needing corrective action and must address the following elements for each problem: 1) identify the problem, 2) assign responsibility for taking corrective action, 3) evaluate the importance of the problem, 4) investigate possible causes of the problem, 5) analyze the problem, 6) recommend actions to prevent recurrence of this or similar problems, 7) implement new process controls as necessary, 8) determine what to do with the failed items, and 9) record permanent changes in process documentation. Each quarterly report must also contain: a section that summarizes questions or complaints received by the call center or help desk; a section that addresses issues or problems raised by CDE; a section that addresses ongoing problems; a section that details the invoice submitted and paid; and, an executive summary that provides an informative and substantive description of the major problems and recommendations.
- E. Describe procedures for daily communication with CDE regarding operational issues. The proposal must: designate a primary contact for daily communication and a backup contact, describe how agreements will be documented and tracked, and must describe how this discussion will be summarized and documented in the monthly progress reports.
- F. The contractor must plan, organize, and conduct two full-day CELDT program improvement workshops to be held in Sacramento each year. The contractor is responsible for all logistics and costs associated with the workshops. The goal of the workshops is to solicit district advice on improvements needed for the CELDT program. Each workshop must accommodate 100 district representatives. Workshop dates, agendas, and participants must be reviewed and approved by CDE. The contractor must provide CDE a report on issues, questions, and answers no later than four weeks after each workshop.

4. GENERAL PROPOSAL INFORMATION

4.1 Bidder Eligibility

Public or private corporations, agencies, organizations, or associations with at least 36 months experience in the administration of large-scale assessments may submit proposals in response to this RFP.

The bidder must be legally constituted and qualified to do business within the State of California (registered with the Secretary of State). Bidders must submit a current Certificate of Good Standing issued by the California Secretary of State (See, also, Section 5.2). For information and to obtain a certificate, contact the Secretary of State at 1500 11th Street, Sacramento, CA 95814. Allow sufficient time to obtain the certificate. It may take the Secretary of State's office two weeks or more to process the request.

With the exception of bidders whose legal status precludes incorporation (i.e., public agencies, sole proprietorships, partnerships), bidders that are not fully incorporated by the deadline for submitting proposals shall be disqualified.

If the bidder's legal status precludes incorporation, include a separate paragraph in the cover letter stating clearly the bidder's legal status.

4.2 Definitions

- "Bidder" shall mean each and every public or private corporation, agency, organization, or association with experience in the administration of large-scale assessments submitting a proposal by the acceptance deadline.
- "English Language Development Standards" means the standards adopted by SBE for CELDT.
- "Fiscal Year" means the state fiscal year July 1 through and including June 30.
- "Cut score" or "cut point" means the minimum scores needed to attain any CELDT proficiency level.
- "Specifications" shall mean the minimum specifications required by CDE for a task, subtask, or activity. Specifications provided in this RFP represent a comprehensive outline of the detail required in the bidder's proposal for successful accomplishment of a task.
- "Subcontract" shall mean each, any, and all contracts and each, any, and all opportunities for a contract that are known or anticipated by the bidder to be issued to support the accomplishment of any task described in this RFP.
- "Subcontractor" shall mean each and every company contracted with by a bidder that is anticipated or proposed to perform work in support of the accomplishment of any portion of work described in this RFP. Subsidiaries that are separately incorporated must be clearly identified as such and must be treated as subcontractors.
- "Portions of work" shall be defined by the bidder for purposes of compliance with Disabled Veterans Business Enterprise (DVBE) requirements. *Public Contract*

Code Section 10115.12(a)(2) precludes the use of more than one subcontractor to perform a "portion of work" as defined by the bidder in his or her proposal if a subcontractor identified as a DVBE is to be used for that portion of work.

- "Variation" is a change in the manner in which a test is presented or administered, or in how a test taker is allowed to respond, and includes, but is not limited to, accommodations and modifications.

4.3 Contract Funding and Time Period

Time Period

CDE anticipates that work described in this RFP shall start October 1, 2004 and continue through August 31, 2008.

The beginning date of the contract is contingent upon approval by the Department of General Services.

Funding

Contract funding is contingent upon appropriation in the annual Budget Act.

CDE anticipates a maximum of \$48,650,000 will be available for the contract period, as follows:

- \$2,200,000 for item and test development from October 1, 2004 through June 30, 2005;
- \$13,800,000 for item and test development, administration, scoring, reporting, and analysis from July 1, 2005 through June 30, 2006;
- \$16,100,000 for item and test development, administration, scoring, reporting, and analysis from July 1, 2006 through June 30, 2007;
- \$16,400,000 for scoring, reporting, and analysis from July 1, 2007 through June 30, 2008;
- \$150,000 for reporting from July 1, 2008 through December 31, 2008.

This contract is valid and enforceable and the State is obligated to pay only if sufficient funds are made available by the Legislature for fiscal years 2004-05, 2005-06, 2006-07, 2007-08, and 2008-09. This contract is subject to any additional restrictions, limitations, or conditions included in the Budget Act or other statute enacted by the Legislature which may affect the provisions, terms, or funding of this contract. If sufficient funds are not made available, the State may cancel the contract with no liability occurring to the State and the Bidder shall not be obligated to perform or the contract may be amended to reflect the reduced amount.

4.4 Cost of Preparing a Proposal

The costs for preparing and delivering the proposal are the sole responsibility of the bidder. The State of California will not provide reimbursement for any costs related to the bidder's involvement in the RFP process, including any travel expenses.

4.5 Intent to Submit

The bidder must submit an Intent to Submit a Proposal/Bid (Attachment 5) by regular postal service, express courier, or otherwise hand delivered to the Standards and Assessments Division at the following address:

California Department of Education
Standards and Assessment Division, CELDT Office
Attn: Jennifer Nelson
1430 N Street, Suite 5408
Sacramento, CA 95814

Any Intent to Submit submitted by facsimile must be sent to (916) 319-0967, Attn: Jennifer Nelson. The Intent to Submit a Proposal/Bid must be received by July 28, 2004, no later than 12:00 p.m. PDT. Transmission by electronic mail shall not be accepted. It is the bidder's responsibility to ensure that the Intent to Submit reaches the Standards and Assessment Division in Suite 5408. Proposals for which an Intent to Submit has not been received in the Standards and Assessment Division by 12:00 p.m. on July 28, 2004, will not be accepted.

4.6 Questions and Clarifications

Bidders may submit questions, requests for clarification, concerns, and/or comments (hereinafter referred to collectively as "questions") regarding this RFP. All questions must be submitted in writing. The bidder should include its name, e-mail address, and telephone number in its submission of questions. The bidder should specify the relevant section and page number of the RFP for each question submitted. CDE will respond to all questions that are in proper form and received by 12:00 p.m. PDT on July 16, 2004. CDE will post its responses by 5:00 p.m. PDT on July 23, 2004, on CDE's Web site.

All questions must be submitted either by e-mail, facsimile, or mail (express or standard). Address e-mails to jnelson@cde.ca.gov, send facsimiles to Attn: Jennifer Nelson (916) 319-0967, or mail to:

California Department of Education
Standards and Assessments Division, CELDT Office
Attention: Jennifer Nelson
1430 N Street, Suite 5408
Sacramento, CA 95814

4.7 Time Schedule

<u>ACTIVITY</u>	<u>DEADLINES</u>
RFP Released	July 1, 2004
Questions on Proposal Due	July 16, 2004 Received no later than 12:00 p.m., PDT Attn: Jennifer Nelson. FAX (916) 319-0967
Responses to Questions Posted on CDE Web Site	July 23, 2004 by 5:00 p.m. PDT
Intent to Submit Due	July 28, 2004 no later than 12:00 p.m., Attn: Jennifer Nelson. FAX (916) 319-0967
Proposals Due	August 13, 2004 on or before 2:00 p.m. PDT Attn: Jennifer Nelson, Standards and Assessment Division, 1430 N Street, Suite 5408, Sacramento, CA 95814
Proposal Review	August 17-19, 2004
Bid Opening Date	August 20, 2004, 11:00 a.m. PDT 1430 N Street, Suite 5408, Sacramento
Posting of Intent to Award	August 23 - 27, 2004
Contract Start Date	October 1, 2004 (anticipated)

4.8 Disabled Veteran Business Enterprise (DVBE) Participation Goals

Public Contract Code Section 10115 requires that State contracts have a participation goal of three percent (3%) for DVBE as defined in *Military and Veterans Code* Section 999 (see Attachment 3-A). In addition, *Public Contract Code* Section 10115.2 requires that contracts be awarded “to the lowest responsible bidder meeting or making good faith efforts to meet these goals.”

To be responsive to this RFP, the bidder must comply with either Option A (Commitment to full DVBE participation) or Option B (Good Faith Effort) below and so indicate on Attachment 3-A:

a. **Commitment to full DVBE participation:**

- The bidder is a DVBE and commits to performing at least three percent (3%) of the bid amount itself or in combination with other DVBE(s); or
- Commit to using Office of Small Business and DVBE Certified (OSDC) DVBE(s) for at least three percent (3%) of the bid amount.

Compliance with “meeting the goal” shall be certified by completing Attachment 3-A (DVBE1). A letter of commitment prepared by other participating DVBE subcontractor(s)/supplier(s), including the goods or

services being provided and a copy of the OSDC DVBE certification, must be attached to the DVBE1.

- b. **Good Faith Effort (GFE)** performance and documentation requirements must be completely satisfied prior to bid submission. Perform and document the following Steps 1 through 5 on both sides of the attached DVBE1. Failure to document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting the DVBE1, will result in rejection of the bid.
1. Contact the CDE's Contracts Office at (916) 322-3035 for assistance in identifying potential DVBEs; and
 2. Contact other state and federal government agencies and local DVBE organizations to identify potential DVBEs which could provide goods/services applicable to this contract (see Attachment 3); and
 3. Advertise in trade papers and papers focusing on DVBEs at least fourteen calendar days prior to the due date for the proposal; CDE requires two separate publications (see Attachment 3); and
 4. Invite (solicit) DVBEs who can provide relevant goods and/or services (commercially useful functions) relevant to this solicitation. Conducting Steps 1 through 3 produces a list of DVBEs from which potential DVBEs may be chosen. Bidders are advised to contract as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible; and
 5. **Consider all responding** DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services (commercially useful functions).

Compliance with "good faith effort" shall be documented by completion of Attachment 3-A indicating dates/times/contact names for agencies contacted; names of papers used and date(s) of advertising and a copy of the advertisement; names of potential DVBEs solicited and date(s) of solicitation; and names of those considered for participation and, if applicable, the reasons for non-selection. In addition, a letter of commitment prepared by participating DVBE subcontractor(s)/supplier(s), including the goods or services being provided and a copy of the OSDC DVBE certification, must be attached to the DVBE 1.

Final determination of either "goal attainment" or "good faith effort" by the bidder shall be at the sole discretion of the CDE.

5. PROPOSAL SPECIFICATIONS

5.1 General Requirements

Each bidder must submit a technical proposal that describes its experience, its qualifications to conduct the required activities, and its approach to completing the tasks. One original (clearly marked as original) and ten copies of the technical proposal, along with all required attachments, must be sealed, marked, and boxed separately from the cost proposals. The proposal submitted must comply with all format and content requirements detailed in this section. All technical proposals must be clearly labeled on the outside of the envelope or package with the following proposal title:

<p style="text-align: center;">TECHNICAL PROPOSAL FOR THE CALIFORNIA ENGLISH LANGUAGE DEVELOPMENT TEST (CELDT)</p>

Separately, each bidder must submit a cost proposal that describes the costs for completing the tasks. One original (clearly marked original) and ten copies of the cost proposal must be sealed, marked, and boxed separately from the technical proposals. The cost proposal will NOT be opened unless the technical proposal has met the requirements of Step I, Part 1 and 2. All cost proposals must be clearly labeled on the outside of the envelope or package with the following proposal title:

<p style="text-align: center;">COST PROPOSAL FOR THE CALIFORNIA ENGLISH LANGUAGE DEVELOPMENT TEST (CELDT)</p>
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Proposals sent by regular postal service, express courier, or otherwise hand delivered must be directed to CDE at the following address:

California Department of Education
Standards and Assessment Division, CELDT Office
Attn: Jennifer Nelson
1430 N Street, Suite 5408
Sacramento, CA 95814

The full submission, consisting of both the technical proposal and the cost proposal, must be received by 2:00 p.m. PDT, August 13, 2004, in Suite 5408. Transmission by electronic mail (modem/internet) or facsimile (fax) shall not be accepted. It is the bidder's responsibility to ensure that the submission reaches CDE by the deadline.

If the proposal is hand-delivered, sufficient time should be allowed for the submission to go through the appropriate steps to reach Suite 5408:

- check in with security guard in lobby;
- security guard to phone the Standards and Assessment Division (Jennifer Nelson at 916-319-0344 or Division main line at 916-445-9441) to obtain authorization for bidder/bidder's representative to enter Suite 5408; and
- bidder/bidder's representative to deliver the package(s) to Suite 5408.

CDE staff cannot assist bidders in meeting the requirements of this RFP. Proposals received at the address noted above after the time and date specified shall not be

accepted and shall be returned to the sender unopened and marked "LATE RESPONSE."

The successful bidder's Technical Proposal, along with the Cost Proposal, will be incorporated into the final contract, which is a public document. All bidders' Technical Proposals and Cost Proposals that advance to bid opening are public documents. All Technical Proposals and Cost Proposals submitted pursuant to this RFP will become the property of the State of California.

The terms and conditions within the State's proposed agreement as set forth herein are not negotiable. In the event a proposal is submitted that in any way deviates, alters, modifies, or otherwise qualifies any of the terms herein, such act will constitute a basis for rejection of your proposal.

5.2 Technical Proposal Sections

All information necessary to judge the technical soundness and the management capabilities of the bidder must be contained in the technical proposal. Bidders are strongly encouraged to follow the technical proposal format and content requirements detailed in this section.

The technical proposal must be presented in a narrative format demonstrating the ability to meet all qualifications and requirements specified in this RFP. The technical proposal must be clearly organized and easy to follow. All pages of the technical proposal, including pages with charts, must be numbered sequentially. The technical proposal must use the section and subsection headings specified in the RFP.

Bidder shall NOT include any budget, price, or financial information in any section or required attachment of the technical proposal. Cost information included in any section or in any required attachment to the technical proposal will result in automatic disqualification and removal of a proposal from further review. Any dollar figures must be redacted before the proposal is submitted to CDE (e.g., DVBE attachments, letters of agreement from subcontractors, etc.).

IF ANY COSTS, RATES, OR DOLLAR AMOUNTS APPEAR IN THE TECHNICAL PROPOSAL, THE BIDDER'S PROPOSAL WILL BE DISQUALIFIED.

The bidder must prepare and submit a technical proposal that includes all of the following components: Cover Letter, Table of Contents, Scope of Work, Management and Staffing, Related Capacity and Experience, Requirements for all Subcontractors, and all required Attachments. The proposal must be submitted in this order and no additional sections should be included. Do not attach pamphlets, letters of support (except from any proposed subcontractors), or other items that are not specifically requested for the technical proposal. Any additional sections or materials not specifically requested in this RFP will not be reviewed.

A. Cover Letter -- The Cover Letter must:

1. Acknowledge that the rights to any hard copy/electronic material, report, or other material developed by the Bidder or its subcontractors in connection with this agreement shall belong to CDE.
2. Attest to the bidder's eligibility in terms of being legally constituted and qualified to do business in California (see Section 4.1 of this RFP), if

applicable. Use the bidder's true corporate name, indicate any fictitious name under which the organization is doing business ("doing business as"), or, in the case of an entity whose legal status precludes incorporation, clearly state the bidder's legal status in a separate paragraph.

3. Identify acceptance of the contract terms and requirements as specified in Section 7 of this RFP. No additional contract terms or requirements may be added or substituted by the bidder and no modifications or corrections to stated contract terms and requirements can be made.
 4. The Cover Letter contained in the ORIGINAL technical proposal must only be signed by the representative who is authorized to make the offer on behalf of the bidder to perform the work described. The authorized representative signing this letter must indicate position title and certify that he or she is authorized to make the offer on behalf of the organization. The mailing address, telephone number, e-mail address, and fax number of the authorized representative who signed the cover letter should be included.
- B. Table of Contents - The technical proposal must include a Table of Contents, which should identify by page number, all the section and subsection headings in the technical proposal.
- C. Scope of Work – Each proposal must include a clear and detailed narrative plan to manage and accomplish the scope of work, including all tasks, as specified in Section 3 – Scope of Work.
- D. Management and Staffing
1. Management Plan: To be successful, this project requires an effective management plan that enables the approved bidder to complete tasks on schedule and within budget. The management plan must include clearly identified procedures for:
 - a. Managing project personnel, subcontractors (if any), and fiscal resources;
 - b. Ensuring adherence to schedule and deadlines;
 - c. Ensuring high-quality products and outcomes;
 - d. Identifying potential problems early and resolving those problems timely;
 - e. Maintaining close communication with CDE; and
 - f. Monitoring and controlling project expenditures.
 2. Management Staff: The proposed management team must include a (1) Project Manager, (2) Item Development Coordinator, (3) Test Administration Coordinator, (4) Fiscal Manager, and, if subcontractors are used, a (5) Project Coordinator for each subcontractor. (See RFP Section 4.2 for the definition of subcontractor.) The proposal must describe in detail the professional qualifications of the individual members of the proposed

management team who will be working on this project. In addition, the proposal must include resumes for the proposed management team, and for each contract participant who will exercise a major administrative, policy, or consultant role, as identified by the bidder.

3. Staff Organizational Plan: Additionally, the bidder must include in its proposal a staff organizational plan. This plan shall specify by task, all persons assigned to each task, the approximate number of hours that will be devoted to the specified task by each person, and the responsibilities of each person regarding the specified task. In addition, for each person included in the staff organizational plan identify the supervisor who has approval authority over that person's work, e.g. organizational chart.

E. Related Capacity and Experience

1. Capacity: This section must describe the bidder's capacity and ability to perform and administer all tasks related to this RFP. If the bidder will be subcontracting a portion of the work, this section must include a description of the subcontractor's capacity and ability to perform the portion of work in which the subcontractor will be involved. This section must also include a description of the bidder's and, if any, subcontractor's, facilities, equipment, and technical capacity, including a description of all software and hardware that will be used in the performance of the work described in the bidder's proposal.
2. Experience: This section must describe the bidder's prior experience in conducting projects of a similar nature and scope. The section must demonstrate that the bidder has at least 36 months of experience in the administration of large-scale assessments. Additionally, if the bidder will be subcontracting any portion of the work, this section must describe the subcontractor's prior experience in performing the subcontracted portion of work.

F. Requirements for all Subcontractors (See RFP Section 4.2 for the definition of subcontractor.)

1. Portion of Work: This section must include a short description of the proposed work for each subcontractor.
2. Letters of Agreement: The bidder must submit letters of agreement from all proposed subcontractors. (To meet this requirement, DVBE subcontractor(s)/supplier(s) shall comply with Attachment 3-A, Documentation of DVBE Program Requirements.)
3. Rate Information of Subcontractors: Do not include any subcontractor rate information in the technical proposal. If rates are included in any materials that will be submitted as part of the technical proposal, the bidder must redact the rates prior to submitting the technical proposal or the bidder's proposal will be eliminated from further consideration.

G. Attachments: This section of the technical proposal must include the following completed attachments:

1. The Nondiscrimination Compliance Statement (attached to this RFP as Attachment 1) must be signed and dated with an original signature in the technical proposal marked as original.
2. The Small Business Preference Sheet (attached to this RFP as Attachment 2) must be completed, with an original signature in the technical proposal marked as original. If the preference is being claimed, a copy of the certification letter from the Office of Small Business and Disabled Veterans Business Enterprise Certification (OSDC) must be included.
3. The DVBE attachments in accordance with instructions in Attachment 3 (See Section 4.8 of this RFP for more information).
4. The State Drug-Free Workplace Certification (attached to this RFP as Attachment 4) must be signed and dated with an original form signed in the technical proposal marked as original.
5. A current original Certificate of Good Standing issued by the California Secretary of State, if applicable (See Section 4.1 of this RFP).

5.3 Cost Proposal (Separate sealed envelope, clearly marked as indicated below)

The outside of the sealed envelope containing the cost/price bid information must read:

<p style="text-align: center;">COST PROPOSAL CALIFORNIA ENGLISH LANGUAGE DEVELOPMENT TEST (CELDT)</p>

Cover Sheet: The first page of the cost proposal must be a Cover Sheet. Only the Cover Sheet will be read at the bid opening. The Cover Sheet must indicate the TOTAL amount for the overall contract without any cost breakdowns. The Cover Sheet should state:

“The [name of bidder] proposes to conduct the work associated with the ongoing item development and test administration of the CELDT (2005-2008) for
\$_____.”

The contract will be awarded to the lowest responsible bidder meeting the requirements of this RFP. The resulting contract will be a Cost Reimbursement contract based on the cost proposal submitted and actual expenses documented for payment.

Note that the total contract bid amount is for all tasks specified in the Scope of Work and all related overhead or indirect costs. No direct or indirect cost of carrying out the project shall be omitted and no amendments to the bid amount submitted in the cost proposal will be allowed. Contract amendments will only apply in the following cases: (1) CDE requests additional new work outside the Scope of this RFP, (2) there is a change in scope based on legislative action, or (3) the number of scored tests exceeds those set forth in Section 2.3B. The per

pupil amount paid as part of an amendment will not exceed the per pupil costs set forth in the successful bidder's cost proposal.

Cost Proposal: The Cost Proposals will be reviewed but are not scored. The Cost Proposal must contain a detailed line-item budget for completion of the work outlined in the technical proposal. The Cost Proposal must be broken down by task and by fiscal year. Fiscal year is defined beginning July 1 and ending June 30. (Therefore, for the purposes of this RFP October 1, 2004 through June 30, 2005 will be the first fiscal year; July 1 through June 30 of 2005 – 06, 2006 – 07, and 2007-08 will be the second, third, and fourth fiscal years; and July 1, 2008 through December 31, 2008 will be the fifth fiscal year.) Cost Proposals that fail to set forth the budget by fiscal year will be rejected. The Cost Proposal must provide the basis for computation for all rates, including indirect cost detail (e.g., lease/rent, etc.). The Cost Proposal must include the following components.

- Cost breakdown of fixed costs for test administration that also identifies the per pupil cost associated with all aspects of test administration, including, but not limited to, production, packaging, distribution, scoring, analysis and reporting.
- Summary of costs by tasks and the overall total for the entire project, including the following components.
 - Fixed and, as applicable, per pupil costs for test administration, including, but not limited to, production, packaging, distribution, scoring, analysis and reporting by task and overall total for each fiscal year.
 - Detail labor costs, including hourly or billing rates and hours by task and overall total (must agree with the hours in the Management and Staffing section) for each fiscal year.
 - Detail operating expenses by task and overall total for each fiscal year.
 - Overhead and indirect costs overall total for each fiscal year.
- Any subcontractor, including but not limited to DVBE subcontractor(s)/supplier(s), expenses must be displayed in the same detailed manner as the preceding breakdown.
- Any proposal costs submitted by the bidder that are not included in total amount for the overall contract, as stated on the first page of the bidder's cost proposal (Cover Sheet), are not binding on CDE, or the State of California and will be disregarded.

All travel costs must not exceed those established for CDE's nonrepresented employees, computed in accordance with and allowable pursuant to applicable Department of Personnel Administration regulations (See Appendix 3).

6. MONITORING ACTIVITIES

CDE and all authorized state control agencies must have access to all internal and external reports, documents, data and working papers used by the contractor and subcontractors in the performance and administration of this contract. CDE shall have the right to monitor all aspects of the contractor's performance.

The contractor must provide all duly authorized representatives to CDE or the State with full access to any and all contractor and subcontractor procedures relevant to the tasks outlined in the Scope of Work.

CDE's Project Monitor and the contractor's Project Manager must communicate on a weekly basis, as needed and scheduled by CDE, to review progress and performance (See Section 3.1D). The review criteria will include, but not be limited to, problems encountered under the contract, future performance under the contract, and any other subject relating to completion of tasks under this contract. In addition, monthly and annual progress reports must be prepared by the contractor, submitted to CDE for review, and finalized and distributed by the contractor as requested by CDE (See Section 3.1C).

With each invoice for reimbursement, the contractor must attach a written progress report including a summary of activities completed, a list of deliverables produced, and outstanding issues for decision by CDE.

The contractor must retain and update records and accounts on a monthly basis and must be able to prepare and submit statistical, narrative, and/or financial and program reports and summaries related to this contract as requested by CDE.

Unless otherwise requested by CDE, the contractor must prepare reports and summaries in the format herein described. The contractor's name must appear only on the cover and title page of reports and summaries. Covers and title pages must read as follows:

California Department of Education
Standards and Assessment Division

Title of Report or Summary
by (Contractor's Name)
Contract #_____

The State reserves the right to use and reproduce all reports, summaries, and data reports developed pursuant to this agreement.

7. CONTRACT TERMS AND REQUIREMENTS

7.1 Compensation

Payment(s) shall be made in arrears, on a monthly basis, upon receipt of an itemized invoice and a hard-copy monthly progress report (See sections 3.1C and 6 of this RFP) of activities performed during the invoice period with original signature(s). The State shall retain from each payment an amount equal to ten percent (10%) of the payment. The ten percent (10%) withheld shall be released upon satisfactory completion of each State fiscal year's tasks as specified herein, submission of an invoice, and submission of a Contract/Contractor Evaluation (Std. 4) form by the State contract monitor and submission of the Std.4 to the Contracts Office in accordance with Public Contract Code Section 10379. The State shall make final payment upon satisfactory completion and acceptance of all contracted work, submission of a final invoice, submission of equipment disposition as described in Section 7.6 of this RFP, and submission of a final Standard Form 4 by the State contract monitor.

Surplus funds from a given line item of the budget, up to ten percent (10%) of that line item, may be used to defray allowable direct costs under other budget line items with prior written CDE approval. Any budget line item change of more than ten percent (10%) requires a contract amendment and approval by the DGS. **Changes cannot be made which increase the rates of reimbursement.**

All travel costs shall be reimbursed at rates not to exceed those established for CDE's nonrepresented employees, computed in accordance with, and allowable pursuant to, applicable Department of Personnel Administration regulations (See Appendix 3).

7.2 Contract Requirements Related to DVBE Participation Goals

Substitution of a DVBE

- a. After award of a contract, the successful contractor must use the DVBE subcontractor(s) and/or supplier(s) proposed in the solicitation response to the State per Title 2 Section 1896.62 unless a substitution is requested. The contractor must request the substitution in writing to the contract monitor and the CDE must have approved the substitution in writing. At a minimum the substitution request must include:
 1. A written explanation of the reason for the substitution; and if applicable, the contractor must also include the reason a non-DVBE subcontractor is proposed for use.
 2. A written description of the business enterprise to be substituted, including its business status as a sole proprietorship, partnership, corporation or other entity, and the DVBE certification status of the firm, if any.
 3. A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall contract that the substituted firm will perform.
- b. The request for substitution of the DVBE subcontractor/supplier must be approved in writing by the awarding department prior to commencement of any work by the subcontractor/supplier.

- c. The request for substitution of a DVBE and the awarding department's approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including, but not limited to, the Subletting and Subcontracting Fair Practices Act (Sections 4100 et seq., Public Contract Code) or any other contract requirements relating to substitution of subcontractors.
- d. If a contractor requests substitution of its DVBE subcontractor(s)/supplier(s) by providing a written request in accordance with Title 2 Section 1896.64(c), CDE may consent to the substitution of another person as a subcontractor in any of the following situations:
 - 1. When the subcontractor listed in the bid after having had a reasonable opportunity to do so fails or refuses to execute a written contract, when that written contract based upon the general terms, condition, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.
 - 2. When the listed subcontractor becomes bankrupt or insolvent, or goes out of business.
 - 3. When the listed subcontractor fails or refuses to perform his or her subcontract.
 - 4. When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor.
 - 5. When the prime contractor demonstrated to the awarding department, or its duly authorized officer, that the name of the subcontractor was listed as the result of an inadvertent clerical error.
 - 6. When the listed subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 - 7. When the CDE, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the process of the work.
- e. Prior to approval of the prime contractor's request for the substitution, the CDE, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.
- f. If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding department on the prime contractor's request for substitution.

The request and the State's approval or disapproval is NOT to be construed as an excuse for noncompliance with any other provision of law, including but not limited to, the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the State under the default section of the contract.

Reporting

The successful contractor must agree to provide reports of actual participation by DVBEs (by dollar amount and category) as may be required by CDE to document compliance.

Compliance Audit

The Contractor must agree that the State or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. The Contractor must agree to provide the State, or its designee, with any relevant information requested and shall permit the State, or its designee, access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The Contractor must further agree to maintain such records for a period of five years after final payment under the contract.

7.3 Staff Replacements

Changes to any of the Contractor's professional project personnel or management team (e.g., project manager or fiscal officer) requires formal approval by CDE's Contract Monitor, and in most cases requires a contract amendment and approval by the Department of General Services. The staffing change may not occur until the contractor receives written approval of the change by CDE's Contract Monitor.

7.4 Ownership of Materials, Patents, Copyrights, Trademarks, and Trade Secrets

All materials developed under the terms of this agreement will become the property of CDE. CDE reserves the exclusive right to copyright such material, and to publish, disseminate, and otherwise use materials developed under the terms of this agreement. Copyright for CDE must be noted on all materials produced for the purposes of this contract, including, but not limited to, test forms, sample test materials, and presentation materials. The Contractor acknowledges that the rights to any report, computer program, documentation for programs, exams, exam items, or other material developed by the Contractor or its subcontractors in connection with this agreement shall belong to CDE. CDE acknowledges that any materials and proprietary computer programs previously developed by the Contractor or its subcontractors shall belong to the Contractor or its subcontractors.

The Contractor warrants that it has secured or shall have secured any necessary rights, clearances, and/or licenses with respect to all materials and elements embodied in or used in connection with the performance of this contract, and that all included material shall neither violate nor infringe upon the copyright, service mark, trademark, privacy, creative, or other rights of any person, firm, corporation, or other

third party. The Contractor must provide CDE with documentation indicating a third party's permission for CDE to use the third party's materials, such as a reading passage excerpted from a book or short story or artwork, for eight years.

CDE reserves the right to review any materials potentially for sale to determine if they are outside the scope of work. The Contractor must seek review and approval from CDE before proceeding to produce for sale any materials related to this contract.

7.5 Retention of Records

The Contractor must maintain accounting records and other evidence pertaining to costs incurred, with the provision that the Contractor must keep them available during the contract period and thereafter for five full years from the date of the final payment. The Contractor shall keep all compliance forms for inspection during the term of the contract and for five years thereafter. CDE and its designees must be permitted to audit, review, and inspect the Contractor's activities, books, documents, records, and papers during progress of work and for five years following final payment.

7.6 Ownership and Disposition of Equipment

Equipment purchased under the provisions of the contract is the property of the State and shall be used for its intended purpose during the term of this agreement. An inventory of all equipment purchased under the contract shall be maintained. After termination of the agreement, equipment shall be disposed of in accordance with instructions from CDE.

7.7 National Labor Relations Board Certification

By signing the contract, the Contractor swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board. (Not applicable to public agencies).

7.8 Anti-trust Claims (Government Code sections 4552-4554)

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2) commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

7.9 Recycled Paper Certification (Public Contract Code Sections 10308.5/10354)

By signing the contract, the Contractor agrees to certify in writing to CDE, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both postconsumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200, in materials, goods or supplies offered or products used in the performance of the contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The Contractor must certify that the product contains zero recycled content.

7.10 Air or Water Pollution Violations (Government Code Section 4477)

By signing the contract, the Contractor swears under penalty of perjury that the Contractor is not: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control District; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibition; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. This provision does not apply to public agencies.

7.11 Child Support Compliance Certification (Public Contract Code Section 7110)

By signing this agreement, the Contractor acknowledges that (a) it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of part 5 of Division 9 of the Family Code; and (b) to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

7.12 Computer Software Copyright Compliance

By signing this agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

7.13 Prohibition Against Outside Agreements

The Contractor and subcontractor(s) must not enter into agreements related to products and/or services of this contract without the prior approval by the State of a work proposal and budget for the work proposed.

7.14 Confidentiality

The Contractor shall not disclose data or documents or disseminate the contents of documents or reports without express written permission from CDE Contract Monitor.

Contractor shall not comment publicly to the press or any other media regarding its data or documents, or CDE actions on the same, except at a public hearing, or in response to questions from a legislative committee.

The Contractor must immediately notify CDE if a third party requests or subpoenas documents related to this contract.

7.15 Correspondence

Correspondence prepared by the Contractor relating to the logistics of tasks to be performed by the Contractor under the scope of work of this contract or correspondence of an informational nature related to the program supported by this contract which is prepared by the Contractor must be reviewed by CDE prior to mailing or distribution.

As a standard business practice, the Contractor must "copy" CDE's Contract Monitor on each final letter and memorandum prepared by the Contractor under the scope of work of this contract.

7.16 News Releases

The Contractor must not issue any news releases or make any statement to the news media in any way pertaining to this contract without the prior written approval by CDE, and then only in cooperation with CDE.

7.17 CDE Approval of Deliverables

All approvals, orders for correction, or disapprovals from CDE must be in writing. If CDE rejects a deliverable or product as unacceptable, the Contractor shall make required corrections within the time frame required by CDE.

Failure of the Contractor to obtain prior CDE approval of deliverables or products shall not relieve the Contractor of performing the related contract responsibilities and providing related required deliverables or products to CDE. The Contractor must accept financial responsibility for failure to meet agreed-upon timelines and quality standards. CDE shall have no liability for payment of any work, of any kind whatsoever, which commences without prior CDE approval. Refer to Appendix 2 - Checklist of Major Project Deliverables (This is not meant to be a comprehensive list and does not supersede the Scope of Work).

7.18 Union Organizing and Activities

- a. By signing this agreement the Contractor hereby acknowledges the applicability to this agreement of Government Code Section 16645 through Section 16649.
 1. Contractor will not assist, promote, or deter union organizing by employees performing work on a state service contract, including a public works contract.
 2. No state funds received under this agreement will be used to assist, promote, or deter union organizing.
 3. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors if the purpose of such meetings is to assist, promote, or deter union organizing,

unless the state property is equally available to the general public for holding meetings.

4. If the Contractor incurs costs or makes expenditures to assist, promote, or deter union organizing, the Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs. The Contractor shall provide these records to the Attorney General upon request.
- b. The Contractor hereby certifies that no request for reimbursement or payment under this agreement will seek reimbursement for costs incurred to assist, promote, or deter union organizing.

7.19 Standard Agreement Provisions

If awarded the contract, the successful bidder must accept the provisions on the reverse side of the Standard Agreement (Std. 2 form) without exception. The provisions are as follows:

- a. The Contractor agrees to indemnify, defend, and hold harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material-men, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this contract.
- b. The Contractor, and the agents and employees of the Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
- c. The State may terminate this agreement and be relieved of the payment of any consideration to the Contractor should the Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may precede with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
- d. Without the written consent of the State, this agreement is not assignable by the Contractor either in whole or in part.
- e. Time is of the essence in this agreement.
- f. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- g. The consideration to be paid the Contractor, as provided herein, shall be in compensation for all of the Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

7.20 Prohibited Bids Concerning End Product of Contract

In compliance with Public Contract Code section, 10365.5, no person, firm, or subsidiary thereof that is awarded this contract, (nor any sub-contractor of more than 10% of the total monetary value of this contract), may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in this contract.

7.21 Federal Funds Provisions

1. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.
2. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for each of the fiscal years (04/05, 05/06, 06/07, 07/08, and 08/09) covered by this contract for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this contract in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
4. The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

8. EVALUATION PROCESS

Each proposal shall be evaluated to determine responsiveness to the general requirements as well as format and content requirements as described in this RFP.

The proposal must be submitted in two parts: Technical proposal and cost proposal.

CDE reserves the right to reject any or all proposals. Nothing herein requires the awarding of a contract in response to this RFP. The selection process complies with the requirements for competitive bidding in the *State Public Contract Code* Section 10344(b) requiring prospective bidders to submit their technical proposals and cost proposals in separate sealed envelopes or packages.

Following the time and date for receipt of proposals, each technical proposal shall be opened and evaluated using a two-step process.

Step I consists of two parts.

Step I, Part 1, Adherence to Format and Content Requirements. Proposals shall be evaluated on a yes/no basis for all criteria in the first part of Step I. Receipt of a "no" on any item shall result in elimination of the proposal from further consideration.

Step I, Part 2, Technical Evaluation, shall yield numeric score ratings. A review panel using a consensus process will rate each proposal on the criteria described in Step I, Part 2. A minimum of 180 out of 200 points is required for a proposal to be advanced to the bid opening.

Step II of the process is the public opening of the envelope containing the cost information. Only those proposals passing the first step of the process shall have their bids opened and read. The public opening of the cost proposals for those proposals passing both parts of the first step (Step I) shall be held on August 20, 2004 at 11:00 a.m. PDT at 1430 N Street, Suite 5408, Sacramento.

CDE will review the cost proposals for compliance with the standards and requirement in the RFP. The cost proposals will be reviewed, including a review of comparing the hours in the cost proposal with the hours in the management and staffing component of the technical proposal.

The Small Business Preference shall be computed if required documentation is included in the proposal and adjustments to bid prices shall be made accordingly. The contract shall be awarded to the lowest responsible bidder meeting the specifications as described above.

In the event of a two-way (or more) tie of the responsive lowest bid, the method that shall be used as a "tie-breaker" will be to place the names of the bidders in a container to be drawn. The first name drawn will be the proposed awardee.

The notice of the proposed award shall be posted for five working days beginning August 23 through August 27 in the lobby of CDE, 1430 N Street, Sacramento, California, and on CDE's Web site <http://www.cde.ca.gov/>.

During the same period, proposals and rating sheets shall be available for public inspection at CDE, Standards and Assessment Division, 1430 N Street, Suite 5408, Sacramento, CA 95814 during normal business hours. After the five-day notice has been completed, the proposed awardee shall be formally notified by mail.

9. CONTRACT AWARD PROTEST PROCEDURES

If prior to the formal award, any bidder files a protest with the Department of General Services against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. Within five days after filing the protest, the protesting bidder shall file with the Department of General Services a full and complete written statement specifying the grounds for the protest. Protests shall be limited to those specified in *Public Contract Code* Section 10345 (Appendix 4 describes the protest procedures to be followed by a bidder filing a protest).

10. FORMAT REQUIREMENTS AND EVALUATION CRITERIA

Bidder's Name: _____

Step I, Part 1—Adherence to Proposal Requirements This step is rated on a yes/no basis and receipt of a “no” on any of the following shall result in elimination of the proposal from further consideration and review.

- ☐yes ☐no 1. Intent to Submit Proposal/Bid form (Attachment 5) was received by the specified deadline, July 28, 2004 by 12:00 p.m. PDT as specified in RFP Section 4.5.
- ☐yes ☐no 2. One clearly marked ORIGINAL technical proposal and ten copies received by the specified deadline: August 13, 2004, by 2:00 p.m. PDT at the Standards and Assessment Division of the California Department of Education as specified in RFP Section 5.1.
- ☐yes ☐no 3. Cost proposal submitted in a separate, sealed envelope or package and received by the specified deadline: August 13, 2004, by 2:00 p.m. PDT at the Standards and Assessment Division of the California Department of Education, as specified in RFP Section 5.1.

Cover Letter

- ☐yes ☐no 4. As specified in RFP Section 5.2, the original and copies of the technical proposal contain a Cover Letter that:
- ☐yes ☐no a. Acknowledges that the rights to any hardcopy/electronic material, report, or other material developed by the bidder or its subcontractors in connection with this agreement shall belong to CDE.
- ☐yes ☐no b. Attests to the bidder's eligibility in terms of being legally constituted and qualified to do business in California (See RFP Section 4.1). Use the bidder's true corporate name, indicate any fictitious name under which the organization is doing business (“doing business as”), or, in the case of an entity whose legal status precludes incorporation, clearly state the bidder's legal status in a separate paragraph.
- ☐yes ☐no c. Identifies acceptance of the contract terms and requirements as specified in Section 7 of this RFP. No additional contract terms or requirements may be added or substituted by the bidder and no modifications or corrections to stated contract terms and requirements can be made.
- ☐yes ☐no d. Cover letter is signed by the representative who is authorized to make the offer on behalf of the bidder to perform the work described. Cover letter indicates position title and certifies that he or she is authorized to make the offer on behalf of the organization/bidder. (A copy of the Cover Letter also must be included in each copy of the technical proposal submitted.)

Scope of Work

5. Each task identified in Section 3, Scope of Work must be addressed and timelines provided for the accomplishment of each task.

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 1 – Comprehensive Plan and Schedule for Project Deliverables and Activities |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 2 – Item Development |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 3 – Test Form Development |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 4 – Test Administration |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 5 – Standard Setting Study |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 6 – Scoring and Quality Assurance |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 7 – Analysis of Test Results |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 8 – Reporting |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 9 – Documentation and Electronic Data Management |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | Task 10 – Improvement of Operations and Policy |

Management and Staffing

6. As specified in RFP Section 5.2 the technical proposal contains a Management and Staffing section. The bidder's proposal must:

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> yes | <input type="checkbox"/> no | a. Include a management plan. |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | b. Identify a management team that includes: |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 1. Project Manager |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 2. Item Development Coordinator |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 3. Test Administration Coordinator |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 4. Fiscal Manager |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 5. Project Coordinator for each sub-contractor |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | c. Include resumes for: |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 1. Project Manager |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 2. Item Development Coordinator |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 3. Test Administration Coordinator |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 4. Fiscal Manager |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | 5. Project Coordinator for each sub-contractor |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | d. Staff Organizational Plan. |

Related Capacity and Experience

7. As specified in Section 5.2 the technical proposal contains a Related Capacity and Experience section. This bidder's proposal must:

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> yes | <input type="checkbox"/> no | a. Describe the bidder's capacity. |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | b. Describe the bidder's experience. |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | c. Demonstrate that the bidder has at least 36 months of experience in the administration of large-scale assessments. |
| <input type="checkbox"/> yes | <input type="checkbox"/> no | <input type="checkbox"/> N/A d. Describe the subcontractor's capacity. |

Requirements for Subcontractor(s)

8. As specified in Section 5.2 the technical proposal contains a Subcontractor(s) section. This bidder's proposal must:
- ☐yes ☐no ☐N/A a. Include a short description of the proposed work for each subcontractor.
- ☐yes ☐no ☐N/A b. Include a letter of agreement from all proposed subcontractors.

Required Attachments

9. Required forms as specified in section 5.2 submitted with each copy of the Technical proposal (check each one submitted):
- ☐yes ☐no a. Nondiscrimination Compliance Statement (Attachment 1) completed with an original signature on the form included in the ORIGINAL Technical proposal.
- ☐yes ☐no b. Small Business Preference Sheet (Attachment 2) completed and a copy of the OSDC certification letter included in the technical proposal if the preference is being claimed or date of application indicated if not yet certified.
- ☐yes ☐no c. DVBE Participation Goals must have all of the following:
- ☐yes ☐no ☐N/A 1. Attachment 3-A (DVBE1)
- ☐yes ☐no ☐N/A 2. Commitment letter from each participating DVBE
- ☐yes ☐no ☐N/A 3. Certification letter from OSDC for each participating DVBE
- ☐yes ☐no 4. CDE Contracts Office has determined compliance with DVBE participation goals.
- ☐yes ☐no d. Certification Regarding Provision of a Drug-Free Workplace (Attachment 4) completed with an original signature on the form included in the original proposal.
- ☐yes ☐no e. Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.
- ☐yes ☐no ☐N/A f. Certification of Good Standing issued by the California Secretary of State, if applicable.

Step I, Part 2—Technical Evaluation

A review panel will be convened to evaluate the proposals using a consensus process. All the proposal sections, except the Table of Contents and attachments, will be evaluated. A minimum of 180 out of 200 points is required for a proposal to be advanced to the bid opening.

Section 3.1 Task 1 – Comprehensive Plan and Schedule for Project Deliverables and Activities

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.1 Task 1** (and related subsections) of the RFP before assigning the consensus score.

- How well does bidder's plan and schedule address the successful and timely completion of the tasks outlined in the proposal?
- How well does the bidder lay out a plan for how they will cooperate with the current contractor and also cooperate with the contractor for the 2008 CELDT administration?
- How well does the bidder demonstrate they will provide timely and accurate communication with CDE in the form of various reports and meetings?
- How well does the bidder incorporate CDE's approval schedule?

Consensus score: _____ out of 8 points possible

Section 3.2 Task 2 – Item Development

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.2 Task 2** (and related subsections) of the RFP before assigning the consensus score.

- How well does the bidder demonstrate an understanding of what must be included in the test specifications?
- How well does the bidder demonstrate an understanding of professional testing standards required by Section **3.2 Task 2** of this proposal?
- How well does the bidder demonstrate the ability to generate and deliver new items that meet professional standards in terms of content, bias, and sensitivity?
- How well does the bidder demonstrate an understanding of the requirements for field-testing all newly constructed items including the need to develop a field-test plan that minimizes the testing burden on the district while maintaining professional standards?
- How well does the bidder demonstrate the ability to update the item bank as required by Section **3.2 Task 2** of the proposal?

Consensus score: _____ out of 30 points possible

Section 3.3 Task 3 – Test Form Development

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.3 Task 3** of the RFP before assigning the consensus score.

- How well does the bidder demonstrate the ability to develop a test form development plan consistent with the test length and composition required by Section **3.3A**?
- How well does the bidder demonstrate the ability to construct test booklets and answer documents consistent with Section **3.3B**?
- How well does the bidder demonstrate an understanding of the form design review and approval process?
- How well does the bidder demonstrate an ability to produce a Braille version of all test forms including any necessary ancillary materials required by Section **3.3C**?
- How well does the bidder demonstrate an ability to produce a CD-ROM version of the test including any necessary ancillary materials required by Section **3.3C**?

Consensus score: _____ out of 16 points possible

Section 3.4 Task 4 – Test Administration

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.4 Task 4** of the RFP before assigning the consensus score.

- How well does the bidder demonstrate the ability to produce test administration support materials?
- How well does the bidder demonstrate the ability to develop and conduct training sessions?
- How well does the bidder demonstrate the ability to package, distribute, and deliver all testing materials?
- How well does the bidder demonstrate the ability to develop a data correction system?
- How well does the bidder demonstrate an understanding of appropriate security measures?

Consensus score: _____ out of 20 points possible

Section 3.5 Task 5 – Standard Setting

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.5 Task 5** of the RFP before assigning the consensus score.

- How well does the bidder demonstrate an understanding of professionally sound standard setting procedures?
- How well does the bidder demonstrate an understanding of the need to assure continuity with the existing Title III accountability system?
- How well does the bidder demonstrate the ability to develop a standard setting study?
- How well does the bidder demonstrate the ability to implement a standard setting study?
- How well does the bidder demonstrate the ability to produce a standard setting report including recommendations for proficiency cut points?

Consensus score: _____ out of 14 points possible

Section 3.6 Task 6 – Scoring and Quality Assurance

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.6 Task 6** of the RFP before assigning the consensus score.

- How well does the bidder demonstrate the ability to score all student answer documents?
- How well does the bidder demonstrate the ability to produce an electronic scoring template?
- How well does the bidder demonstrate the ability to assure quality control?
- How well does the bidder demonstrate the ability to gather CELDT district coordinator information?

Consensus score: _____ out of 14 points possible

Section 3.7 Task 7 – Analysis of Test Results

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.7 Task 7** of the RFP before assigning the consensus score.

- How well does the bidder demonstrate the ability to calibrate, scale, and equate scores for the non-Braille and Braille tests?
- How well does the bidder demonstrate the ability to describe the steps, procedures, and software to allow for replication of the calibration, scaling, and equating?
- How well does the bidder demonstrate the ability to produce a psychometrically sound common scale?

Consensus score: _____ out of 20 points possible

Section 3.8 Task 8 – Reporting

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.8 Task 8** of the RFP before assigning the consensus score.

- How well does the bidder demonstrate the ability to produce and distribute score reports?
- How well does the bidder demonstrate the ability to generate data files, including student data, response data, and research files?
- How well does the bidder demonstrate the ability to provide data to populate a test results web site?
- How well does the bidder demonstrate the ability to produce and distribute interpretation guidelines?
- How well does the bidder demonstrate the ability to produce and deliver technical reports?
- How well does the bidder demonstrate the ability to deliver reports and files in accordance with a timeline consistent with the requirements in the proposal?

Consensus score: _____ out of 20 points possible

Section 3.9 Task 9 – Documentation and Electronic Data Management

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.9 Task 9** of the RFP before assigning the consensus score.

- How well does the bidder demonstrate the ability to maintain and update the item bank?
- How well does the bidder demonstrate the ability to document the contents of all electronic data files and databases?
- How well does the bidder demonstrate the ability to maintain the security and confidentiality of all electronic data?
- How well does the bidder demonstrate the ability to implement the pre-identification process?
- How well does the bidder demonstrate the ability to maintain a secure Internet site?

Consensus score: _____ out of 14 points possible

Section 3.10 Task 10 – Improvement of Operations and Policy

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in Section **3.10 Task 10** of the RFP before assigning the consensus score.

- How well does the bidder demonstrate the ability to conduct and document internal audits of the following key activities: item development, test development, scoring and reporting, distribution and retrieval of testing materials, security procedures, and communications?
- How well does the bidder demonstrate the ability to maintain a call center?
- How well does the bidder demonstrate the ability to plan, organize, and conduct program improvement workshops?

Consensus score: _____ out of 14 points possible

Section 5.2 – Management and Staffing

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in **Section 5.2** of the RFP before assigning the consensus score.

- To what extent does the proposed project staff have the organization, management capability and competency, fiscal and personnel resources, and related experience to perform the services sought?
- To what extent does the proposed project staff possess professional qualifications and experience to carry out the tasks of this project?

Consensus score: _____ out of 20 points possible

Section 5.2 – Related Capacity and Experience

When evaluating the bidder's proposal for this section, please consider carefully the following questions and the information requirements contained in **Section 5.2** of the RFP before assigning the consensus score.

- To what extent does the bidder and the bidder's proposed subcontractor(s) have the facilities, technical capacity, and experience to perform the work required by this project?
- To what extent does the bidder and the bidder's proposed subcontractor(s) possess sufficient professional qualifications and experience for this project?
- To what extent does the bidder and/or the bidder's proposed subcontractor(s) have the ability to maintain a reliable server required to provide FTP, secure web site, and public access web site?

Consensus score: _____ out of 10 points possible

Final Score Sheet (The following sheet will be used to tally the proposal scores.)

Section	Possible points	Consensus Score
Section 3.1 Task 1	8	
Section 3.2 Task 2	30	
Section 3.3 Task 3	16	
Section 3.4 Task 4	20	
Section 3.5 Task 5	14	
Section 3.6 Task 6	14	
Section 3.7 Task 7	20	
Section 3.8 Task 8	20	
Section 3.9 Task 9	14	
Section 3.10 Task 10	14	
Section 5.2 Management/Staffing	20	
Section 5.2 Capacity	10	
TOTAL	200	

The total proposal score must be equal to or greater than 180 points of the 200 possible points to continue to Step 2 (public opening of the envelope containing the cost information [Bid Opening]).